<div align="center">**BEEBOLT – DATA PROCESSING AGREEMENT**</div>

Last Updated: 15 November 2023

1. BACKGROUND

This Data Processing Agreement ("**DPA**") is incorporated into the Software as a Service Agreement under which one of Beebolt FZ LLC, or Beebolt Transport & Trading W.L.L, as applicable ("**Beebolt**"), has agreed to provide Services to the relevant Customer ("**Agreement**").

This DPA applies to the extent that Beebolt is a Processor of Personal Data that is subject to Applicable Data Protection Laws in connection with its provision of Services to the Customer. This DPA sets forth Customer's instructions for the processing of Personal Data in connection the Services and the rights and obligations of both parties. In the event of any conflicts between this DPA and the Agreement, this DPA will govern to the extent of the conflict.

2. DEFINITIONS

2.1 Capitalized terms used but not defined in this DPA have the meaning given to them in the Agreement.

(a) "**Applicable Data Protection Laws**" means, to the extent applicable, the United Arab Emirates Federal Decree Law No. 45/2021 on the Protection of Personal Data (the "**UAE Data Protection Law**"), the Kingdom of Saudi Arabia Personal Data Protection Law, issued pursuant to Cabinet Resolution No. 98 of 7/2/1443H and Royal Decree M/19 of 9/2/1443H (the "**KSA PDPL**"), EU/UK Privacy Laws and US Privacy Laws, and any similar law of any jurisdiction which relates to data protection, privacy or the use of Personal Data, in each case as implemented, amended, implemented or updated from time to time;

(b) "**Controller to Processor Clauses**" means (i) in respect of transfers of Personal Data subject to the GDPR, the standard contractual clauses for the transfer of Personal Data to third countries set out in Commission Decision 2021/914 of 4 June 2021, specifically including Module 2 (Controller to Processor) ("**EU SCCs**"); and (ii) in respect of transfers of Personal Data subject to the UK GDPR, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (version B.1.0) issued by the UK Information Commissioner ("**UK Addendum**"), in each case as amended, updated or replaced from time to time;

(c) "**Data Controller**" has the meaning given to "controller," "business," or any similar term provided under Applicable Data Protection Laws;

(d) "**Data Subject**" shall have the meaning given in the relevant Applicable Data Protection Laws;

(e) "**EU/UK Privacy Laws**" means, as applicable: (a) the General Data Protection Regulation 2016/679 (the "**GDPR**"); (b) the Privacy and Electronic Communications Directive 2002/58/EC; (c) the UK Data Protection Act 2018, the UK General Data Protection Regulation as defined by the UK Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (together with the UK Data Protection Act 2018, the "**UK GDPR**"), and the Privacy and Electronic Communications Regulations 2003; and (d) any relevant law, directive, order, rule, regulation or other binding instrument which implements any of the above, in each case, as applicable and in force from time to time, and as amended, consolidated, re-enacted or replaced from time to time;

(f) "**Personal Data**" means any information Beebolt processes on behalf of Customer to provide the Services that is defined as "personal data" or "personal information" under any Applicable Data Protection Laws;

(g) "**Process**", "**Processed**" or "**Processing**" has the meaning given in the relevant Applicable Data Protection Laws;

(h)   "**Processor**" has the meaning given to "processor," "service provider," or any similar term provided under Applicable Data Protection Laws;

(i)   "**Processor to Processor Clauses**" means (i) in respect of transfers of Personal Data subject to the GDPR, the standard contractual clauses for the transfer of personal data to third countries set out in Commission Decision 2021/914 of 4 June 2021, specifically including Module 3 (Processor to Processor); and (ii) in respect of transfers of Personal Data subject to the UK GDPR, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (version B.1.0) issued by the UK Information Commissioner, in each case as amended, updated or replaced from time to time;

(j)   "**Regulator**" means a data protection supervisory authority which has jurisdiction over a Data Controller's Processing of Personal Data; and

(k)   "**Third Country**" means, (i) in relation to Personal Data transfers subject to the UAE Data Protection Law, any country or territory outside of the scope of the data protection laws of the UAE, excluding countries or territories approved as providing adequate protection for Personal Data by the relevant competent authority of the UAE from time to time; (ii) in relation to Personal Data transfers subject to the KSA PDPL, any country or territory outside of the scope of the data protection laws of KSA, excluding countries or territories approved as providing adequate protection for Personal Data by the relevant competent authority of the KSA from time to time; and (iii) in relation to Personal Data transfers subject to EU/UK Privacy Laws, any country or territory outside of the scope of the data protection laws of the European Economic Area or the UK, as relevant, excluding countries or territories approved as providing adequate protection for Personal Data by the relevant competent authority from time to time;

(l)   "**US Privacy Laws**" means, as applicable, the California Consumer Privacy Act, and any similar law of any other state related to the processing of consumer Personal Data.

3.   AMENDMENTS

3.1   Beebolt may need to update this DPA from time to time, including to accurately reflect or comply with Applicable Data Protection Laws. Beebolt shall use commercially reasonable efforts to provide at least thirty (30) days' prior notice to the Customer of any material updates to this DPA. The parties agree to negotiate in good faith additional contractual terms which may be required to comply with Applicable Data Protection Laws, including in order to put in place a method for allowing the lawful transfer of Personal Data to Third Countries, which may include entering into standard contractual clauses issued by a Regulator from time to time.

4.   ROLES OF THE PARTIES

4.1   The Parties acknowledge that for purposes of Applicable Data Protection Laws, Customer is the Data Controller, and Beebolt is the Processor. The Processing detail are set out in Schedule 1.

5.   PROCESSING OF PERSONAL DATA

5.1   In relation to Beebolt's Processing of Customer Personal Data as a Processor, Beebolt shall:

(a)   Process the Personal Data (i) only on documented instructions from the Customer, including as set out in the Agreement and any other instructions provided by the Customer (e.g. via email), for the limited and specific purpose described in Schedule 1, and at all times in compliance with Applicable Data Protection Laws, unless required to Process such Personal Data by applicable law to which Beebolt is subject; in such a case, Beebolt shall inform the Customer of that legal requirement before Processing, unless that law prohibits such information. The Customer also instructs Beebolt to Process the Personal Data for the purpose of analytics and for using and improving its artificial intelligence (AI) and machine learning (ML) powered features of the Services on behalf of the Customer as part of the Processing. Beebolt

may aggregate and/or anonymize Personal Data, such that it no longer constitutes Personal Data under Applicable Data Protection Laws and process such data for its own purposes;

(b) Notify Customer without undue delay if it makes a determination that it can no longer meet its obligations under Applicable Data Protection Laws, or if in its opinion, the instruction of Customer, infringes Applicable Data Protection Laws;

(c) To the extent required by US Privacy Laws, and upon reasonable written notice that Customer reasonably believes Beebolt is using Personal Data in violation of Applicable Data Protection Laws or this DPA, grant Customer the right to take reasonable and appropriate steps to help ensure that Beebolt uses the Personal Data in a manner consistent with Customer's obligations under Applicable Data Protection Laws, and stop and remediate any unauthorized use of the Personal Data;

(d) Require that each employee or other person processing Personal Data is subject to an appropriate duty of confidentiality with respect to such Personal Data;

(e) Implement appropriate technical and organisational measures designed to ensure a level of security appropriate to the risk of Processing to the rights of individuals, as set out in Schedule 2, or otherwise agreed and documented between Customer and Beebolt from time to time;

(f) To the extent required by Applicable Data Protection Laws, without undue delay, notify the Customer about any actual breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Personal Data belonging to the Customer, with further information about the breach provided in phases as more details become available;

(g) At the choice of the Customer, delete or return all the Personal Data to the Customer after the end of the provision of Services, unless any applicable law to which Beebolt is subject requires storage of the Personal Data;

(h) Upon written request from the Customer from time to time provide the Customer with such information as is reasonably necessary to demonstrate compliance with its obligations in this DPA. If such information does not reasonably demonstrate Beebolt's compliance, where required by Applicable Data Protection Laws, Beebolt shall permit the Customer (or the Customer's independent, third-party auditor), with reasonable notice to Beebolt in writing and no more than once per year, with access to inspect or audit the relevant part of Beebolt's premises, systems, equipment and materials at Beebolt premises during regular business hours, subject to the Confidential Information obligations in the Agreement. As an alternative to an audit performed by or at the direction of Customer, Beebolt may arrange for a qualified and independent auditor to conduct, at Beebolt's expense, an assessment of Beebolt's policies and technical and organizational measures in support of its obligations under Applicable Data Protection Laws using an appropriate and accepted control standard or framework and assessment procedure for such assessments, and will provide a report of such assessment to Customer upon reasonable request. Notwithstanding the foregoing, in no event shall Beebolt be required to give Customer access to information, facilities or systems to the extent doing so would cause Beebolt to be in violation of confidentiality obligations owed to other customers or its legal obligations; and

(i) When processing Personal Data subject to the KSA PDPL, notify the Customer and follow the instructions of the Customer if Beebolt receives a legally binding request from Kingdom of Saudi Arabia authorities, including judicial authorities, for the disclosure of such Personal Data, or is otherwise obliged to disclose such data or becomes aware of any direct access by Kingdom of Saudi Arabia authorities. Beebolt shall not require the prior consent of a Data Subject in relation to disclosing Personal Data in accordance with legally binding requests from Kingdom of Saudi Arabia public authorities.

6. PROHIBITIONS

6.1 To the extent required by applicable US Privacy Laws, and except to the extent permitted by such US Privacy Laws, Beebolt is prohibited from:

    (a) Selling the Personal Data or sharing the Personal Data for cross-context behavioral advertising purposes;

    (b) Retaining, using, or disclosing the Personal Data outside of the direct business relationship between Beebolt and Customer and for any purpose other than for the specific purpose of performing the Services; and

    (c) Combining the Personal Data received from, or on behalf of, Customer with any Personal Data that may be collected from Beebolt's separate interactions with the individual(s) to whom the Personal Data relates or from any other sources, except to perform a business purpose or as otherwise permitted by Privacy Laws.

7. SUB-PROCESSING

7.1 The Customer grants Beebolt general written authorisation to engage the sub-processors set out in its list of sub-processors page on its website, available at link (*List of Sub-processors*) to Process the Customer Data in connection with the Services, and from time to time to engage additional third party sub-processors for the purpose of providing the Services.

7.2 If Beebolt intends to appoint an additional sub-processor, it shall notify the Customer by updating the current List of Sub-processors on its website, as well as providing a mechanism to subscribe by email to receive notifications of new authorised sub-processors. If Customer subscribes, Beebolt shall provide the Customer with an email notification before authorising the new sub-processor to Process Customer Personal Data. Customer can object against the appointment or replacement of a sub-processor within ten (10) days after receipt of Beebolt's notice, provided the objection is based on reasonable and documented grounds related to the confidentiality or security of Personal Data or the sub-processor's compliance with Applicable Data Protection Laws. If the Customer objects to the appointment of the new sub-processor, the parties agree to discuss commercial reasonable alternative solutions in good faith to address the objection, which may include finding a reasonable work around or the parties mutually agreeing to terminate the Agreement without further liability to either party.

7.3 Beebolt shall ensure that it has a written agreement in place with all sub-processors which contains obligations on the sub-processor which are no less onerous on the relevant sub-processor than the obligations on Beebolt under this DPA, to the extent applicable to the nature of the services provided by such sub-processor.

7.4 In the event Beebolt engages a sub-processor to carry out specific processing activities on behalf of Customer pursuant to EU/UK Privacy Laws, where that sub-processor fails to fulfil its obligations, Beebolt shall remain fully liable under applicable EU/UK Privacy Laws to Customer for the performance of that sub-processor's obligations.

8. ASSISTANCE

8.1 To the extent required by Applicable Data Protection Laws, and taking into account the nature of the processing, Beebolt shall, in relation to the processing of Personal Data and to enable Customer to comply with its obligations which arise as a result thereof, provide reasonable assistance to Customer, through appropriate technical and organizational measures, in:

    (a) responding to requests from individuals pursuant to their rights under Applicable Data Protection Laws, including by providing, deleting or correcting the relevant Personal Data, or by enabling Customer to do the same, insofar as this is possible;

(b)   implementing reasonable security procedures and practices appropriate to the nature of the Personal Data to protect the Personal Data from unauthorized or illegal access, destruction, use, modification, or disclosure;

(c)   notifying relevant competent authorities and/or affected individuals of Personal Data breaches;

(d)   conducting data protection impact assessments and, if required, prior consultation with relevant competent authorities; and

(e)   entering into this DPA.

9.   INTERNATIONAL TRANSFERS OF PERSONAL DATA

9.1   The Customer agrees that the Services may involve the transfer of Personal Data to Third Countries, including those where Beebolt or the sub-processors are located or provide their services from.

9.2   To the extent that the Customer transfers Personal Data to Third Countries, it shall put in place reasonable measures to comply with Applicable Data Protection Laws.

9.3   To the extent Beebolt processes Personal Data subject to EU/UK Privacy Laws in a Third Country, and it is acting as data importer, Beebolt shall comply with the data importer's obligations and Customer shall comply with the data exporter's obligations set out in the Controller to Processor Clauses, which are hereby incorporated into and form part of this DPA, and:

(a)   for the purposes of Annex I or Part 1 (as relevant), Customer is a controller and Beebolt is a processor, and the parties, contact person's details and processing details set out in the Agreement, this DPA and Schedule 1 shall apply and the Start Date is the effective date of the Agreement;

(b)   if applicable, for the purposes of Part 1 of the UK Addendum, the relevant Addendum EU SCCs (as such term is defined in the UK Addendum) are the EU SCCs as incorporated into this DPA by virtue of this Section 9;

(c)   for the purposes of Annex II or Part 1 (as relevant), the technical and organizational security measures, and the technical and organizational measures taken by Beebolt to assist Customer, as each are set out in Schedule 2, shall apply;

(d)   for the purposes of Annex III or Part 1 (as relevant), the list of sub-processors available at here (*List of Sub-processors*) shall apply; and

(e)   if applicable, for the purposes of:

(i)   Clause 9, Option 2 ("General written authorization") is deemed to be selected and the notice period specified in Section 7 shall apply;

(ii)   Clause 11(a), the optional wording in relation to independent dispute resolution is deemed to be omitted;

(iii)   Clause 13 and Annex I.C, the competent supervisory authority shall be: (a) for transfers that relate to Personal Data subject to the GDPR, the Irish Data Protection Commissioner, and (b) for transfers that relate to Personal Data subject to the UK GDPR, the UK's Information Commissioner's Office;

(iv)   Clauses 17 and 18, Option 1 is deemed to be selected and the governing law and the competent courts shall be: (a) for transfers that relate to Personal Data subject to the GDPR, the law and courts of Ireland, and (b) for transfers that relate to Personal Data subject to the UK GDPR, the law and courts of England & Wales;

         (v)   Part 1, Beebolt as importer may terminate the UK Addendum pursuant to Section 19 of such UK Addendum.

9.4   Customer acknowledges and agrees that Beebolt may appoint an affiliate or third-party subcontractor to process the Personal Data in a Third Country, in which case, Beebolt shall execute the Processor to Processor Clauses with any relevant subcontractor (including affiliates) it appoints on behalf of Customer.

10.   DATA CONTROLLER'S OBLIGATIONS

10.1   Customer shall comply with all Applicable Data Protection Laws in providing Personal Data to Beebolt in connection with the Services. The Customer warrants that: (i) the Applicable Data Protection Laws applicable to it does not prevent Beebolt from fulfilling the instructions received from the Customer and performing Beebolt's obligations under the Agreement and this DPA; (ii) all Personal Data was collected and at all times processed and maintained by or on behalf of Customer in compliance with Applicable Data Protection Laws, including with respect to any obligations to provide notice to and/or obtain consent from individuals; and (iii) Customer has a lawful basis for disclosing the Personal Data to Beebolt and enabling Beebolt to process the Personal Data as set out in this DPA. Customer shall notify Beebolt without undue delay if Customer makes a determination that the processing of Personal Data under the Agreement does not or will not comply with Privacy Laws, in which case, Beebolt shall not be required to continue processing such Personal Data.

10.2   The Customer agrees that it will indemnify and hold harmless Beebolt on demand from and against all claims, liabilities, costs, expenses, loss or damage (including consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) incurred by Beebolt arising directly or indirectly from a breach of this Clause 6.

SCHEDULE 1 – Processing and Transfer Details

Purpose of Processing: To fulfil the Services as set out in the Agreement. More specifically, Beebolt provides a supply chain collaboration platform which involves the processing of Personal Data of data subjects which use the platform and/or whose personal data is included in the platform, in order to provide services to the Customer.

Nature of the Processing: Processing operations to provide the Services, including viewing, analysis, retrieval, sharing and modification. More specifically, the processing operations include verifying and logging in users to the platform, managing user accounts, maintaining a record of actions taken by users in the platform and notifying users of updates on the platform.

Categories of Data Subjects whose Personal Data is processed: Customer personnel, Customer business contacts, and personnel of Customer vendors.

Categories of Personal Data Processed: Name, email address, phone number, IP address, user ID, employment details, audit log of actions taken with time and date, and communications made using the Beebolt platform.

Sensitive Personal Data Processed: None.

Frequency of the Processing: Continuous.

Duration of Processing: For the duration of the Agreement and as further required to provide the Services.

For transfers to sub-processors, also specify subject matter, nature and duration of the processing: As above for Beebolt.

SCHEDULE 2 – Technical and Organisational Measures

Description of the technical and organisational security measures implemented by Beebolt, in accordance with the Controller to Processor Clauses.

Data importer shall implement and maintain appropriate technical and organisational measures to protect any such personal data in their possession or control from (i) accidental or unlawful destruction, and (ii) loss, alteration, or unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by any processing and the nature of the data to be protected. Such measures include:

1. Measures of pseudonymisation and encryption of Personal Data;
2. Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services;
3. Measures for ensuring the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
4. Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing;
5. Measures for user identification and authorisation;
6. Measures for the protection of data during transmission;
7. Measures for the protection of data during storage;
8. Measures for ensuring physical security of locations at which Personal Data are processed;
9. Measures for ensuring events logging;
10. Measures for ensuring system configuration, including default configuration;
11. Measures for internal IT and IT security governance and management;
12. Measures for certification/assurance of processes and products;
13. Measures for ensuring data minimisation;
14. Measures for ensuring data quality;
15. Measures for ensuring limited data retention;
16. Measures for ensuring accountability; and
17. Measures for allowing data portability and ensuring erasure.

For transfers to sub-processors, also describe the specific technical and organisational measures to be taken by the sub-processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter: Industry standard technical and organisational measures to protect personal data.