



PERSONAL DATA PROCESSING & SERVICE PROVIDER AGREEMENT

concluded between:

EXTRA SERVICES USA LLC, North Scenic Highway 1144, Lake Wales, FL 33853 US
(hereinafter referred to as the "**Business**")

and

PARTNER OF THE EXTRA SERVICES FRANCHISE NETWORK Electronically registered on the EXTRA SERVICES network website (hereinafter referred to as the "**Service Provider**")
(hereinafter collectively referred to as the "Contracting Parties")

I. INTRODUCTORY PROVISIONS & DEFINITIONS

1. The present Agreement is concluded for processing and ensuring the protection of personal data and personal information processed in connection with the provision of moving, removal, transport, cleaning, washing, repair, handicraft, installation, maintenance and other related services within the EXTRA SERVICES network (hereinafter referred to as "Services").
2. The Services are provided within the framework of a partnership relationship between the Business and the Service Provider.
3. The Contracting Parties conclude this Agreement to ensure compliance with applicable United States data privacy laws, including but not limited to the **California Consumer Privacy Act of 2018**, as amended by the **California Privacy Rights Act of 2020** (collectively, "**CCPA**"), and any other applicable US state comprehensive privacy laws (collectively, "**US Data Privacy Laws**").
4. For the purposes of this Agreement, terms such as "**Personal Information**", "**Consumer**", "**Business**", "**Service Provider**", "**Sell**", and "**Share**" shall have the meanings ascribed to them under the applicable US Data Privacy Laws.

II. SUBJECT MATTER OF THE AGREEMENT

1. The current Agreement regulates the mutual rights and obligations of the Contracting Parties in processing Personal Information obtained or accessed by the Service Provider in connection with the provision of the Services.

III. DATA PRIVACY & SERVICE PROVIDER RESTRICTIONS

1. **Purpose of Processing:** The Service Provider shall process Personal Information solely for the specific business purpose of performing and delivering the Services specified in this Agreement and within the framework of the EXTRA SERVICES network database, or as otherwise permitted by US Data Privacy Laws.
2. **Prohibition on Selling and Sharing:** The Service Provider shall not **Sell** or **Share** any Personal Information received from, or collected on behalf of, the Business.
3. **Retention and Use Limitations:** The Service Provider shall not retain, use, or disclose Personal Information for any purpose other than for the business purposes specified in this Agreement, including retaining, using, or disclosing Personal Information for a commercial purpose other than the business purposes specified in this Agreement, or as otherwise permitted by applicable law.
4. **Combining Data:** The Service Provider shall not combine Personal Information received from, or on behalf of, the Business with Personal Information that it receives from, or on behalf of, another person or entity, or collects from its own interaction with the Consumer, except as expressly permitted under applicable US Data Privacy Laws.
5. **Compliance Certification:** The Service Provider certifies that it understands the restrictions and obligations contained in this Section III and Article IV and agrees to comply with them.

IV. OBLIGATIONS OF THE CONTRACTING PARTIES

1. **The Business shall:** a) Provide Consumers with all necessary privacy notices, disclosures, and opt-out mechanisms required under applicable US Data Privacy Laws. b) Ensure that all Personal Information provided to the database is collected lawfully and accurately.
2. **The Service Provider shall:** a) Implement and maintain reasonable and appropriate technical, organizational, and security measures designed to protect Personal Information against unauthorized or accidental access, destruction, loss, alteration, or disclosure. b) Ensure that all persons authorized to process Personal Information are bound by strict duties of confidentiality. c) Notify the Business without undue delay, and in no event later than 48 hours, after becoming aware of any actual or suspected unauthorized acquisition, access, use, or disclosure of Personal Information (a "**Data Breach**"). d) Provide reasonable assistance to the Business in responding to verifiable Consumer requests to exercise their rights under US Data Privacy Laws (e.g., rights to access, delete, or correct Personal Information). e) Not engage any subcontractor (sub-processor) to process Personal Information without notifying the Business and ensuring that the subcontractor is bound by a written agreement imposing the same data protection obligations and restrictions as those imposed on the Service Provider under this Agreement. f) Upon termination of this Agreement, delete or return all Personal Information to the Business, at the Business's discretion, and delete all existing copies unless applicable law requires retention. g) Grant the Business the right to take reasonable and appropriate steps to ensure that the Service

Provider uses the Personal Information in a manner consistent with the Business's obligations under US Data Privacy Laws, including the right to conduct audits or assessments upon reasonable notice.

V. GOVERNING LAW AND JURISDICTION

1. This Agreement shall be governed by, and construed in accordance with, the laws of the **State of Florida**, without regard to its conflict of laws principles.
2. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the competent courts located in the jurisdiction of the governing law chosen above.

VI. FINAL PROVISIONS

1. The present Agreement has been concluded for the duration of the PARTNERSHIP AGREEMENT on the provision of services of the EXTRA SERVICES network between the Business and the Service Provider.
2. The present Agreement shall become valid and effective upon the Service Provider's (PARTNER's) acknowledgement of consent upon registration.
3. If any provision of this Agreement is found to be inconsistent with US Data Privacy Laws, the parties will amend this Agreement to achieve compliance.

On behalf of the Business:

On behalf of the Service Provider:

EXTRA SERVICES USA LLC

PARTNER of the EXTRA SERVICES network