

This Data Processing Agreement ("Agreement") forms part of the Contract for Services ("Principal Agreement") between

The Customer using Waitlister services [Customer's business address]
(the "Company") and

Waitlister 259 Cleveland Street, Redfern, Sydney, NSW 2016,
Australia Email: devin@waitlister.me

(the "Data Processor") (together as the "Parties")

WHEREAS

- A. The Company acts as a Data Controller.
- B. The Company wishes to subcontract certain Services, which imply the processing of personal data, to the Data Processor.
- C. The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with 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).
- D. The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

"Agreement" means this Data Processing Agreement and all Schedules;

"Company Personal Data" means any Personal Data Processed by a Contracted Processor on behalf of Company pursuant to or in connection with the Principal Agreement;

"Contracted Processor" means a Subprocessor;

"Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

"EEA" means the European Economic Area;

"EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

"GDPR" means EU General Data Protection Regulation 2016/679;

"Data Transfer" means: - a transfer of Company Personal Data from the Company to a Contracted Processor; or - an onward transfer of Company Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor,

in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);

“Services” means the waitlist creation and management services Waitlister provides to customers as described on waitlister.me;

“Subprocessor” means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Company in connection with the Agreement.

The terms, “Commission”, “Controller”, “Data Subject”, “Member State”, “Personal Data”, “Personal Data Breach”, “Processing” and “Supervisory Authority” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Processing of Company Personal Data

2.1 Processor shall: - comply with all applicable Data Protection Laws in the Processing of Company Personal Data; and - not Process Company Personal Data other than on the relevant Company’s documented instructions unless required by applicable law.

2.2 The Company instructs Processor to process Company Personal Data as necessary to provide the Services and as further specified in Schedule A.

2.3 The subject matter, duration, nature and purpose of the Processing, and the types of Personal Data and categories of Data Subjects, are set out in Schedule A.

3. Processor Personnel

3.1 Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Company Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual’s duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

4.1 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 varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to the Company Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security, Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

4.3 The technical and organizational measures implemented by Processor include: - Encryption of personal data in transit using TLS/SSL - Encryption of personal data at rest via Firebase security

features - Database security rules restricting access to authorized users only - Authentication and access controls for system access - Regular security updates and monitoring - Secure backup procedures - Logical separation of customer data within multi-tenant database architecture

5. Subprocessing

5.1 The Company authorizes Processor to appoint the Subprocessors listed in Schedule B to process Company Personal Data.

5.2 Processor shall give Company at least 30 days' prior written notice (including by email or notification via the Services) of the appointment of any new Subprocessor or changes to existing Subprocessors.

5.3 The Company may object to Processor's appointment of a new Subprocessor on reasonable grounds relating to data protection by notifying Processor within 30 days of receipt of notice. If Company objects, the parties will discuss the concerns in good faith. If the concerns cannot be resolved, Company may terminate the affected Services.

5.4 Processor shall ensure that each Subprocessor is subject to data protection obligations that are substantially similar to those set out in this Agreement.

6. Data Subject Rights

6.1 Taking into account the nature of the Processing, Processor shall assist the Company by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company obligations, as reasonably understood by Company, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 Processor shall: - promptly notify Company if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and - ensure that it does not respond to that request except on the documented instructions of Company or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform Company of that legal requirement before the Contracted Processor responds to the request.

7. Personal Data Breach

7.1 Processor shall notify Company without undue delay upon Processor becoming aware of a Personal Data Breach affecting Company Personal Data, providing Company with sufficient information to allow the Company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 Processor shall co-operate with the Company and take reasonable commercial steps as are directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. Data Protection Impact Assessment and Prior Consultation

8.1 Processor shall provide reasonable assistance to the Company with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

9. Deletion or return of Company Personal Data

9.1 Subject to this section 9, Processor shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of Company Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Company Personal Data.

9.2 Processor may retain Company Personal Data to the extent required by applicable law and only for as long as required by such law, provided that Processor shall ensure the confidentiality of all such Company Personal Data and shall ensure that such Company Personal Data is only Processed as necessary for the purpose(s) specified in the applicable law requiring its storage.

9.3 Processor shall provide written certification to Company that it has fully complied with this section 9 within 10 business days of the Cessation Date.

10. Audit rights

10.1 Subject to this section 10, Processor shall make available to the Company on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Company or an auditor mandated by the Company in relation to the Processing of the Company Personal Data by the Contracted Processors.

10.2 Information and audit rights of the Company only arise under section 10.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

10.3 The Company shall give Processor reasonable notice of any audit or inspection to be conducted under this section 10 and shall make reasonable efforts to avoid causing damage, injury or disruption to Processor's premises, equipment, personnel and business during any such audit or inspection.

11. Data Transfer

11.1 The Processor may transfer or authorize the transfer of Company Personal Data outside the EU and/or the European Economic Area (EEA) only where such transfer is to a Subprocessor listed in Schedule B and appropriate safeguards are in place.

11.2 For transfers of personal data to countries outside the EEA that do not have an adequacy decision from the European Commission, the Parties shall ensure that appropriate safeguards are in place, including: - EU Standard Contractual Clauses (as approved by the European Commission); or - Binding Corporate Rules; or - Other legally recognized transfer mechanisms under GDPR Article 46.

11.3 Where Processor engages Subprocessors who process data outside the EEA, Processor shall ensure such Subprocessors have entered into Standard Contractual Clauses or have other appropriate safeguards in place. Google's Data Processing Terms (including Standard Contractual Clauses) apply to Firebase services as referenced in Schedule B.

12. General Terms

12.1 **Confidentiality.** Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ("Confidential Information") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that: - disclosure is required by law; - the relevant information is already in the public domain.

12.2 **Notices.** All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

12.3 **Duration.** This Agreement shall remain in effect for as long as Processor Processes Company Personal Data on behalf of Company or until termination of the Principal Agreement, whichever is later.

13. Governing Law and Jurisdiction

13.1 This Agreement is governed by the laws of New South Wales, Australia.

13.2 The parties commit to compliance with the GDPR and all applicable EU and international data protection laws.

13.3 Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts of New South Wales, Australia, except where GDPR grants jurisdiction to EU supervisory authorities or courts for data protection matters.

Effective Date: This Data Processing Agreement is effective as of the date the Customer begins using Waitlister services and remains in effect for the duration of the service agreement.

Last updated: November 7, 2025

SCHEDULE A: DETAILS OF PROCESSING

1. Subject Matter of Processing

The subject matter of the Processing is the provision of waitlist creation and management services via the Waitlister platform.

2. Duration of Processing

The duration of the Processing is the term of the Principal Agreement and any period thereafter during which Processor stores Company Personal Data.

3. Nature and Purpose of Processing

The nature and purpose of the Processing is to: - Create and manage waitlists for Company's products, services, or events - Collect and store waitlist subscriber information - Send email notifications to waitlist subscribers - Provide analytics and reporting on waitlist performance - Enable referral tracking and rewards programs - Facilitate export of waitlist data to Company

4. Types of Personal Data

The Personal Data processed may include: - Email addresses - Names (first name, last name, or full name) - IP addresses - Referral sources and referral codes - Signup timestamps - Custom form field data (as configured by Company) - Email engagement data (opens, clicks) - Device and browser information - Geographic location data (derived from IP address)

5. Categories of Data Subjects

The Data Subjects are: - Individuals who subscribe to waitlists created by Company - Company's customers or prospective customers - Event attendees or registrants - Product launch subscribers

6. Obligations and Rights of the Company

The Company shall: - Ensure it has a lawful basis for Processing the Personal Data and for instructing Processor to Process the Personal Data - Ensure it has provided appropriate privacy notices to Data Subjects - Ensure it has obtained any necessary consents from Data Subjects - Comply with all applicable Data Protection Laws in its capacity as Controller - Respond to Data Subject requests in accordance with Data Protection Laws

7. Retention Period

Personal Data shall be retained for as long as: - The Company maintains an active Waitlist account; or - As required by Company's retention policies and instructions; or - As required by applicable law

Upon termination or deletion of a Company account, Personal Data will be deleted in accordance with Section 9 of this Agreement (within 10 business days of the Cessation Date), unless longer retention is required by law.

SCHEDULE B: SUBPROCESSORS

The following Subprocessors are authorized to Process Company Personal Data:

1. Google LLC (Firebase Services)

Entity: Google LLC

Services Provided: - Cloud hosting and infrastructure (Firebase Hosting) - Database services (Cloud Firestore) - Authentication services (Firebase Authentication) - Cloud functions and backend processing - File storage

Location of Processing: - Primary: United States - Additional locations: Multi-region processing as specified in Firebase service locations

Data Protection Measures: Google's Data Processing Terms apply, including Standard Contractual Clauses for international transfers. Available at: <https://cloud.google.com/terms/data-processing-terms>

2. Resend, Inc.

Entity: Resend, Inc.

Services Provided: - Transactional email delivery - Email notifications to waitlist subscribers - Email tracking and analytics

Location of Processing: - Primary: United States

Data Protection Measures: Resend's Data Processing Addendum applies, including Standard Contractual Clauses for international transfers. Available at: <https://resend.com/legal/dpa>

Subprocessor Updates

The complete and current list of Subprocessors is set forth above in this Schedule B. Any changes to Subprocessors will be communicated to Company in accordance with Section 5.2 of this Agreement (30 days prior written notice).