



TRUE FIT SERVICE PROVIDER ADDENDUM

This Service Provider Addendum ("**Addendum**") is made and entered into as of the Effective Date of the Agreement by and between Retailer ("**Company**") and True Fit, LLC ("**Service Provider**") (each a "**Party**" and collectively, the "**Parties**"). This Addendum supplements the Order Form and Exhibits thereto entered into by and between the Parties ("**Agreement**") and governs the processing of Personal Information in compliance with Applicable Privacy Laws.

1. Definitions

- 1.1. "**Applicable Privacy Laws**" includes the California Privacy Rights Act (CPRA), Virginia Consumer Data Protection Act (VCDPA), Colorado Privacy Act (CPA), Connecticut Data Privacy Act (CTDPA), Utah Consumer Privacy Act (UCPA), and any other relevant U.S. state privacy laws.
- 1.2. "**Personal Information**" refers to any data identifying, relating to, describing, or capable of being associated with a particular individual or household as defined under Applicable Privacy Laws. For purposes of clarity, Personal Information does not include anonymized, aggregated, or de-identified information.
- 1.3. "**Process**" and "**Processing**" includes collection, use, storage, disclosure, or deletion of Personal Information.
- 1.4. "**Sale**" and "**Sharing**" have meanings as defined under the CPRA and other Applicable Privacy Laws.
- 1.5. "**Services**" means the services provided by Service Provider to Company specified in the Agreement.

2. Scope and Purpose

- 2.1. Service Provider shall process Personal Information to perform the Services and for additional lawful business purposes necessary to improve its Services, provided that such processing complies with Applicable Privacy Laws.
- 2.2. Service Provider may use aggregated and de-identified data for analytics, research, and Service improvement, provided such data is permanently de-identified in compliance with CPRA and CPA requirements and cannot be reasonably re-identified.

3. Compliance with Laws

- 3.1. Service Provider shall comply with Applicable Privacy Laws and shall not process Personal Information in a manner inconsistent with these laws.
- 3.2. Service Provider may retain, use, or disclose Personal Information only to comply with applicable laws, exercise its legal rights, or defend against legal claims. Under no circumstances shall Service Provider retain, use, disclose, sell, or share Personal Information for targeted advertising, profiling, or commercial purposes beyond the scope of the Agreement.
- 3.3. Service Provider shall implement security measures appropriate to the sensitivity of the Personal Information processed, ensuring compliance with all security requirements outlined in Applicable Privacy Laws.

4. Consumer Rights Requests

- 4.1. Service Provider shall assist Company in responding to consumer requests, including but not limited to access, deletion, correction, and opt-out requests, within the legally required timeframes under Applicable Privacy Laws.
- 4.2. If Service Provider receives a direct consumer request regarding Personal Information processed under this Addendum, it shall notify Company without undue delay and shall not act upon the request without Company's prior written authorization. Any fees charged by Service Provider for assistance must be reasonable and not prevent compliance with legal obligations.

5. Subcontractors. Service Provider may engage subcontractors to process Personal Information only with prior written consent from Company. Notwithstanding the foregoing, Company consents to Service Provider's use of Google and Klaviyo as subcontractors. All subcontractors must be contractually bound to comply with equivalent data protection obligations under this Addendum.

6. Data Security and Breach Notification

- 6.1. Service Provider shall implement commercially reasonable security procedures that comply with Applicable Privacy Laws to safeguard Personal Information against unauthorized access, destruction, loss, or alteration.
- 6.2. In the event of a data breach involving Personal Information, Service Provider shall notify Company without

unreasonable delay and provide sufficient information for Company to meet any regulatory or legal notification obligations.

7. Audit Rights

7.1. Any audit conducted by Company shall be subject to reasonable prior notice, during normal business hours, and shall be limited to verifying compliance with this Addendum. Audits shall not occur more than once per year unless required by law or due to a suspected material breach of this Addendum.

8. Data Retention and Deletion. Upon termination of the Agreement, Service Provider shall delete or return all Personal Information unless retention is required by applicable law. Any retained Personal Information must be securely stored and used only for legal compliance purposes.

9. Indemnification. Service Provider shall indemnify Company only to the extent that Service Provider's willful misconduct or gross negligence directly causes damages, provided such damages are not caused by Company's failure to comply with its own legal obligations.

10. Governing Law. This Addendum shall be governed by and interpreted in accordance with the laws of the state specified in the Agreement.