WORLDTRADERS AI

DATA PROCESSING AGREEMENT (ARTICLE 28 GDPR)

Osben Export-Import • Osben Digital • privacy@worldtradersai.com • worldtradersai.com — Version 1 • Effective 16 November 2026

This Data Processing Agreement ("**DPA**") forms part of the WorldTraders AI Terms of Service (the "**Terms**") under Section 9.1 of the Terms. It applies from the date on which the Customer accepts the Terms or signs the Order Form that refers to it.

PARTIES

(1) The business customer named in the Order Form or account registration (the "**Customer**"), acting as controller; and

(2) Benson Success Osawe, a natural person trading as Osben Export-Import (a sole proprietorship, Einzelunternehmen, registered with the trade office and not entered in a commercial register), Bruchstr. 106, 40235 Düsseldorf, Germany, VAT ID DE352920580 ("**Osben**"), acting as processor. WorldTraders AI and Osben Digital are further names used by Osben's business and are not separate legal entities.

BACKGROUND

(A) Osben provides WorldTraders AI, a software service that suggests HS codes, permits and related information from product descriptions and records human approvals.

(B) The Terms ask the Customer not to enter personal data beyond business contact data. Some personal data may nevertheless be contained in Customer Content, and Osben will then process it on the Customer's behalf.

(C) Article 28(3) GDPR requires a contract between a controller and a processor. This DPA is that contract.

(D) Osben acts as controller for account data and log data (including approval and unlock logs). That processing is not governed by this DPA but by Osben's Privacy Notice.

1. DEFINITIONS AND INTERPRETATION

1.1 In this DPA:

(a) "**Data Protection Law**" means the GDPR, the German Federal Data Protection Act (BDSG) and, where applicable to the Customer, the UK GDPR and the Swiss Federal Act on Data Protection (FADP), each as amended or replaced.

(b) "**Customer Personal Data**" means personal data contained in Customer Content that Osben processes on behalf of the Customer through the Service. It excludes account data and log data that Osben processes as controller under Section 9.1 of

the Terms (for example user names, business e-mail addresses, log-in identifiers, approval and unlock logs and usage logs).

(c) "**Sub-processor**" means any processor engaged by Osben, or by another Sub-processor, to process Customer Personal Data. "**Lovable**" means Osben's application-platform provider named in Annex C.1, and "**Lovable Sub-processor**" means a Sub-processor engaged by Lovable.

(d) "**Personal-Data Breach**", "**controller**", "**processor**", "**personal data**", "**processing**", "**supervisory authority**" and "**data subject**" have the meanings given in the GDPR.

(e) "**Standard Contractual Clauses**" means the clauses annexed to Commission Implementing Decision (EU) 2021/914 and, for UK transfers where needed, the UK International Data Transfer Addendum or Agreement.

(f) "**Text Form**" has the meaning given in the Terms. "**Annex C**" means the annex to this DPA headed "Sub-processors and Technical and Organisational Measures".

1.2 Headings are for convenience only. "Including" means "including without limitation". References to a law include that law as amended or replaced.

2. SCOPE, ROLES AND ORDER OF PRECEDENCE

2.1 Osben processes Customer Personal Data as processor on behalf of the Customer, who is the controller of that data.

2.2 If the Customer itself acts as a processor for another controller, the Customer confirms that (a) it is authorised to give the instructions in this DPA on that controller's behalf, (b) that controller has authorised the engagement of Osben and its Sub-processors, and (c) it will pass on to that controller every notice and request that Osben sends under this DPA. The Customer is responsible to Osben for that controller's instructions and claims as if they were its own.

2.3 The subject matter, duration, nature and purpose of the processing, the types of personal data and the categories of data subjects are set out in Schedule 1.

2.4 Annex C forms part of this DPA and replaces Annex C of the Terms. Schedule 2 lists the contacts for notices.

2.5 If this DPA and the Terms conflict on the processing of Customer Personal Data, this DPA prevails. Otherwise the Terms apply.

2.6 This DPA applies to the extent that Data Protection Law applies to the processing. Where the UK GDPR or the FADP applies to the Customer, references to the GDPR and to supervisory authorities include the corresponding UK or Swiss law and authority.

2.7 Lovable acts as an independent controller for its own service data, log data and aggregated or de-identified data. Those data are not Customer Personal Data processed on Osben's behalf, and this DPA does not govern Lovable's own processing of them.

3. INSTRUCTIONS

3.1 Osben processes Customer Personal Data only on the Customer's documented instructions, including regarding transfers to a third country, unless Union or Member State law to which Osben is subject requires otherwise. In that case Osben informs the Customer of that legal requirement before processing, unless the law prohibits this on important grounds of public interest (Art. 28(3)(a) GDPR).

3.2 On the date of this DPA, the Customer's instructions are the Terms, this DPA and the Customer's use and configuration of the Service, including each request that an Authorised User submits. Further instructions must be given in Text Form, be lawful, be within the functions of the Service and be reasonable. Osben may charge reasonable fees for instructions that go beyond the Service as offered.

3.3 Osben does not process Customer Personal Data for its own purposes. In particular, Osben does not use the content of Inputs or Outputs to improve the Service, to train or fine-tune any model, or to build profiles, and does not sell or share it. The uses of aggregated metrics and Osben's own approval and unlock log data permitted by Section 7.5 of the Terms do not involve Customer Personal Data.

3.4 Osben informs the Customer without undue delay if, in its opinion, an instruction infringes Data Protection Law (Art. 28(3) GDPR, last sentence). Osben may suspend the affected instruction until the Customer confirms or changes it. Osben is not obliged to carry out a legally impermissible instruction.

4. CUSTOMER'S RESPONSIBILITIES

4.1 The Customer is responsible for the lawfulness of its instructions and of the Customer Content, including having a legal basis for the processing and giving data subjects the information required by Articles 13 and 14 GDPR.

4.2 As required by Sections 7.3 and 9.2 of the Terms, the Customer will not submit special categories of personal data (Art. 9 GDPR), data relating to criminal convictions and offences (Art. 10 GDPR) or other personal data that is not necessary for the Service. Product descriptions should not contain personal data of individuals. Because Osben's platform provider does not permit such data on its platform, the Customer will also not submit financial account numbers, government identification numbers, biometric data or health information.

4.3 The Customer will ensure that its Authorised Users act in accordance with this DPA and will keep their credentials confidential.

4.4 The Customer will tell Osben without undue delay if it becomes aware that Customer Content contains personal data that it should not contain, so that the parties can delete or protect it.

4.5 The Customer is responsible for assessing whether the technical and organisational measures in Annex C are appropriate for the Customer Personal Data that it chooses to submit.

5. CONFIDENTIALITY AND PERSONNEL

5.1 Osben ensures that persons authorised to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality (Art. 28(3)(b) GDPR).

5.2 Osben gives access to Customer Personal Data only to personnel who need it to provide the Service, and only to the extent needed. Osben ensures that such persons process it only on the Customer's instructions and in accordance with this DPA (Art. 29 GDPR).

5.3 The confidentiality obligations continue after the end of the engagement of the person concerned and after the end of this DPA.

6. SECURITY

6.1 Osben implements the technical and organisational measures in Annex C.2, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of the processing and the risks to data subjects (Art. 28(3)(c) and Art. 32 GDPR).

6.2 Osben may update the measures, provided that the overall level of protection is not reduced. Osben keeps a written description of its measures and makes it available to the Customer on request.

6.3 The Customer is responsible for the security of its own systems, devices and credentials, and for any security settings of the Service that are left to the Customer.

6.4 No security measure is absolute. This Section does not warrant that the Service will be free of vulnerabilities, interruptions or unauthorised access (see Section 9.5 of the Terms); it describes the measures that Osben has agreed to apply.

7. SUB-PROCESSORS

7.1 **General authorisation.** The Customer gives Osben general written authorisation to engage the Sub-processors listed in Annex C.1, including Lovable and the Lovable Sub-processors that may process Customer Personal Data through the Service (for example the AI model providers reached through Lovable's AI gateway) and Zoho, which provides Osben's e-mail service (Art. 28(2) GDPR). Lovable does not tell Osben which

AI model provider serves a given request, so Annex C.1 lists every provider that may do so.

7.2 **Notice of changes.** Lovable publishes changes to its sub-processor list at its Trust Center, updates the list at least annually and allows Osben twenty (20) business days to object. Osben has subscribed to those updates (since 27 October 2026). Osben gives the Customer notice in Text Form of a change to a Sub-processor that may process Customer Personal Data as soon as Osben learns of it and in any case within five (5) business days, and, where Osben itself decides the change, thirty (30) days before it takes effect. The Customer acknowledges that Lovable may add a Lovable Sub-processor before Osben is informed and that Osben cannot give longer notice than it receives. Osben applies the procedure in Annex C.5.

7.3 **Objection.** The Customer may object in Text Form within ten (10) business days after Osben's notice, on reasonable data-protection grounds, so that Osben can pass the objection to Lovable within the period Lovable allows. Osben forwards a justified objection to Lovable and discusses it with the Customer in good faith. If it is not resolved, the Customer may terminate the affected part of the Service on written notice, and Osben refunds prepaid fees for the remaining period of that part. Osben does not promise that Lovable will stop using a Sub-processor: the only remedy that Lovable's terms give Osben is to terminate its own agreement with a refund of prepaid fees. Termination is the Customer's sole remedy for the change.

7.4 **Flow-down.** Osben imposes on each Sub-processor, by contract, data-protection obligations that are no less protective than those in this DPA, in particular sufficient guarantees to implement appropriate technical and organisational measures (Art. 28(4) GDPR). For Lovable, Osben relies on the data processing agreement incorporated in Lovable's Terms of Service (last updated 6 November 2025). Lovable has told Osben that it applies to Osben's Lovable Business workspace from 21 October 2026, covers all projects in the workspace including data already held, requires Lovable to impose equivalent obligations on its Sub-processors, and bars training on Customer Personal Data. The workspace billing details name Osben Export-Import, and Lovable has told Osben that the contracting party is the business named in billing. For Zoho, Osben relies on Zoho's data processing agreement, which is based on standard contractual clauses.

7.5 **Direct contracts.** Osben's only contract for the application platform and AI processing is with Lovable. For its own e-mail service, Osben has a direct contract with Zoho (Annex C.1). Osben has no direct contract with Google or with any other AI model provider; AI model providers are engaged only through Lovable's AI gateway. Lovable has confirmed that Osben may list Lovable as a Sub-processor towards its own customers.

7.6 **Emergency replacement.** Where a Sub-processor must be replaced without delay for security or legal reasons, Osben may do so with shorter notice, informs the Customer as soon as possible, and the objection right in Section 7.3 applies from then.

7.7 **Responsibility.** Osben remains liable to the Customer for the performance of its Sub-processors' obligations, subject to Section 17.

7.8 **Copies.** On request, Osben provides the Customer with the data-protection terms of its Sub-processor agreements, with commercial terms and confidential information redacted, to the extent Osben is permitted to share them.

8. INTERNATIONAL TRANSFERS

8.1 Osben processes Customer Personal Data in the European Economic Area and in the United Kingdom, and in other countries only as stated in Annex C.1. Osben does not transfer Customer Personal Data to a country outside the EEA without a valid transfer mechanism under Chapter V GDPR.

8.2 **Lovable (United States and United Kingdom).** Lovable's data processing agreement (Sections 8.2 and 8.3), which has applied to Osben's workspace since 21 October 2026, incorporates the Standard Contractual Clauses (Module Two, controller to processor, and Module Three, processor to sub-processor, where Osben acts as processor) and, for the UK, the UK Addendum. Lovable has told Osben that it is not certified under the EU-US Data Privacy Framework and does not rely on adequacy decisions. Osben therefore relies on those Standard Contractual Clauses as the primary transfer mechanism for Lovable. The data importer named in Lovable's data processing agreement is Lovable Labs Incorporated, 1 Lincoln St, Boston, MA 02111, United States, so making data available to it is itself a transfer to a third country, covered by those clauses. Lovable has confirmed in writing (5 November 2026) that its transfer safeguards are the Standard Contractual Clauses (Module Two) incorporated by Section 8.2 of its data processing agreement, with Lovable Labs Incorporated as data importer, and that it will not provide a separate document. Section 8.3 of that agreement incorporates the UK Addendum. For storage in the United Kingdom (London), the European Commission's adequacy decision under Art. 45 GDPR for the UK, renewed on 19 December 2025 and valid until 27 December 2031, also applies. If that decision lapses, is suspended or is invalidated, the Standard Contractual Clauses continue to apply.

8.3 **AI model providers.** Requests enter Lovable's AI gateway in the European Union and may be forwarded to provider endpoints in the United States, or to EU regions of the provider. Lovable has told Osben that these transfers are covered by Standard Contractual Clauses (Module Three). Osben does not rely on the EU-US Data Privacy Framework for them. Annex C.4 shows the mechanism for each recipient.

8.4 **Customers in the UK or Switzerland.** Transfers by a Customer established in the United Kingdom or Switzerland to Osben in Germany rely on the recognition of the EEA as providing adequate protection under UK and Swiss law.

8.5 **Standard Contractual Clauses.** Where the Standard Contractual Clauses apply between Osben and a Sub-processor, Osben acts as exporter on its own behalf and, to the extent necessary, on behalf of the Customer. The Customer authorises this and instructs Osben to conclude them.

8.6 **Invalid mechanism.** If a transfer mechanism becomes invalid, Osben informs the Customer without undue delay and, within a reasonable period, implements an alternative mechanism or stops the transfer. The Customer may suspend the affected processing in the meantime. Lovable's data processing agreement (Section 8.5) allows Lovable to suspend the affected transfers and the related processing, without breach, until an alternative mechanism is in place. In that case Osben may suspend the affected functions of the Service in the same way, and the suspension is not a breach by Osben. If it lasts more than thirty (30) days, the Customer may terminate the affected part of the Service on written notice, and Osben refunds prepaid fees for the period after termination. Osben makes Customer Content available for export under Section 12.1 as far as the suspension allows.

8.7 **Copies.** Lovable has confirmed in writing (5 November 2026) that its transfer safeguards are the Standard Contractual Clauses (Module Two) incorporated by Section 8.2 of its data processing agreement, with Lovable Labs Incorporated as data importer, and that it will not provide a separate document. On request, Osben gives the Customer a copy of that confirmation and the links to Lovable's agreement. For any other transfer safeguards that Osben holds, Osben provides a copy on request, with commercial terms redacted.

8.8 **E-mail service (Zoho).** Osben's mailboxes support@, privacy@ and legal@worldtradersai.com are hosted by Zoho Mail in Zoho's EU data centre. Zoho states that EU data stays in the EU data centre and that its Indian group company, Zoho Corporation Private Limited, may in rare cases access data for technical support under standard contractual clauses between its group companies. That access is a transfer to a third country. Osben relies on Zoho's data processing agreement, which is based on standard contractual clauses. The Service does not send Customer Personal Data to Zoho; Customer Personal Data reaches Zoho only if the Customer itself sends it to Osben by e-mail.

9. DATA-SUBJECT REQUESTS

9.1 If Osben receives a request from a data subject about Customer Personal Data, Osben forwards it to the Customer without undue delay and does not respond to the data subject except to refer the person to the Customer, unless the Customer instructs otherwise or the law requires.

9.2 Taking into account the nature of the processing, Osben assists the Customer by appropriate technical and organisational measures, where possible, in fulfilling its duty to respond to requests to exercise the data subject's rights under Chapter III GDPR (Art. 28(3)(e) GDPR).

9.3 Section 9.8 of the Terms applies to the cost of assistance that exceeds minimal effort. Osben tells the Customer in advance if it expects to charge.

10. PERSONAL-DATA BREACHES

10.1 Osben notifies the Customer without undue delay after Osben becomes aware of a Personal-Data Breach affecting Customer Personal Data, including where a Sub-processor tells Osben. For a breach in Osben's own systems, Osben aims to notify within seventy-two (72) hours. Lovable undertakes only to notify Osben without undue delay after confirming a breach, with no fixed period, so Osben cannot promise a fixed period for breaches that occur at Lovable or its Sub-processors.

10.2 The notification describes, as far as then known, the nature of the breach including, where possible, the categories and approximate number of data subjects and records concerned, the likely consequences, and the measures taken or proposed to address it. Osben supplies further information in phases as it becomes available.

10.3 Osben takes reasonable steps to contain and remedy the breach and reasonably assists the Customer with its own duties under Articles 33 and 34 GDPR (Art. 28(3)(f) GDPR). Osben documents breaches and their effects and remedial action.

10.4 Unless the law requires it, Osben does not notify supervisory authorities or data subjects about a breach affecting Customer Personal Data without the Customer's prior approval, because the Customer decides on such notifications as controller.

10.5 A notification or Osben's assistance is not an admission of fault or liability.

11. IMPACT ASSESSMENTS AND PRIOR CONSULTATION

Osben assists the Customer, taking into account the nature of the processing and the information available to Osben, with data protection impact assessments and prior consultation of supervisory authorities under Articles 35 and 36 GDPR (Art. 28(3)(f) GDPR). Section 9.8 of the Terms applies to the cost of assistance that exceeds minimal effort.

12. RETURN AND DELETION

12.1 During the term, the Customer can export its Customer Content as set out in Sections 9.7 and 17.6 of the Terms.

12.2 After the end of the agreement and the retention period in Section 9.7 of the Terms (three (3) months), Osben deletes Customer Personal Data or, at the Customer's choice made in Text Form before that period ends, returns it, and deletes existing copies unless Union or Member State law requires storage (Art. 28(3)(g) GDPR).

12.3 Lovable may keep data in back-ups for a limited time under its retention schedule, which it does not publish. Until the back-ups are overwritten or deleted, Osben protects them under this DPA and does not use them for any other purpose.

12.4 On request, Osben confirms deletion in Text Form.

12.5 Account data and approval and unlock logs held by Osben as controller are not Customer Personal Data and are retained as described in the Privacy Notice and Section 9.7 of the Terms.

12.6 When Osben's own agreement with Lovable ends, Lovable allows Osben thirty (30) days to instruct it to return or delete data, and afterwards deletes or anonymises it under its retention schedule. Osben gives that instruction in line with this Section.

13. INFORMATION AND AUDITS

13.1 Osben makes available to the Customer the information necessary to demonstrate compliance with this DPA and with Article 28 GDPR, including a written description of its measures and, where it holds them and may share them, relevant certifications or audit reports of its Sub-processors (Art. 28(3)(h) GDPR).

13.2 If that information is not sufficient to demonstrate compliance, or a supervisory authority or a Personal-Data Breach requires it, the Customer (or an independent auditor bound by confidentiality who is not a competitor of Osben) may audit Osben's own compliance with this DPA, in respect of Osben's own systems, personnel and processes. Such audits take place not more than once in any twelve months unless a breach or a supervisory authority requires otherwise.

13.3 The Customer gives at least thirty (30) days' notice in Text Form and describes the scope. Audits take place remotely first and on site only where necessary, during business hours, without disrupting operations and subject to Osben's security rules.

13.4 Audits exclude data of other customers and Osben's confidential and security-sensitive information. Lovable gives its customers no audit right, so Osben cannot give the Customer a right to audit Lovable or its Sub-processors. Instead, Osben makes available, on request and subject to Lovable's confidentiality terms, Lovable's SOC 2 Type II report and ISO 27001 report or certificate when Lovable provides them to Osben (Section 5.2 of Lovable's agreement), and exercises its own rights against Lovable on the Customer's reasonable written request.

13.5 The Customer bears its own costs and Osben's reasonable costs of an audit, unless the audit shows a material breach of this DPA by Osben.

13.6 The Customer gives Osben a copy of the audit report, treats it as confidential and uses it only to assess compliance with this DPA.

14. RECORDS OF PROCESSING

Osben keeps a record of processing activities carried out on behalf of the Customer as required by Art. 30(2) GDPR and makes it available to a supervisory authority on request. The Customer keeps its own record under Art. 30(1) GDPR and gives Osben the information that Osben reasonably needs for its record.

15. REQUESTS FROM AUTHORITIES AND THIRD PARTIES

15.1 If Osben receives a binding request from an authority or court for disclosure of Customer Personal Data, Osben, to the extent the law allows, informs the Customer promptly so that the Customer may seek protective action, and discloses only what it is legally required to disclose.

15.2 Osben reviews the legality of such a request and, where there are reasonable grounds to consider it unlawful under the law of the requesting country, applicable international law or comity, challenges it within the limits of what is reasonable for a business of Osben's size.

15.3 Osben requires its Sub-processors to follow equivalent rules.

16. AI-SPECIFIC PROVISIONS

16.1 **Purpose limitation.** Customer Personal Data submitted to the AI gateway is processed only to generate the Output that the Authorised User requested.

16.2 **Minimisation.** Osben does not send names, e-mail addresses or Approval Records to the AI gateway.

16.3 **No training.** Osben does not use Customer Content to train or fine-tune any model. Lovable's data processing agreement bars training or fine-tuning on Customer Personal Data (Section 10.1). It also allows Lovable to use its own service data to train Lovable's models without an opt-out (Section 9.1(c) and 9.3), which sits in tension with Section 10.3. Osben has switched off the model-training setting for its own content in its Lovable account (16 October 2026); that setting does not cover users' data. Lovable support has told Osben that agreements with AI model providers limit the use of content to delivering the service and bar training; that statement is not in the agreement text.

16.4 **Retention by AI providers and in project logs.** Lovable publishes no retention period for AI request and response content, at its own or at provider level, and does not describe any arrangement as zero data retention. Osben therefore promises no retention period for AI processing. While the project setting "AI app context" is on, request and response content is stored in the project's AI logs; Osben has switched it off, so new requests are logged without content. Osben will update this DPA if it obtains retention periods.

16.5 **Human decision.** The Service does not take decisions about individuals. Output is a suggestion that an Authorised User must review and approve.

17. LIABILITY

17.1 Section 20 of the Terms applies to liability under this DPA, including the limits and exclusions stated there.

17.2 This does not limit (a) the rights of data subjects under Art. 82 GDPR or (b) the allocation of responsibility between controller and processor under Art. 82(2), (4) and (5) GDPR.

17.3 Each party bears fines imposed on it by a supervisory authority to the extent the law allows; a party may seek recourse from the other only as far as the other is responsible for the infringement.

17.4 Osben has no recourse against Lovable beyond Lovable's own terms, which limit Lovable's liability, exclude loss or corruption of data and exclude indemnities for administrative fines. Osben's liability for loss or corruption of Customer Personal Data held by Lovable is therefore limited as stated in Section 20.10 of the Terms, to the extent the law allows, and Section 7.7 applies subject to that limit.

17.5 The Customer indemnifies Osben as stated in Section 21.1(g) of the Terms if Lovable or a Lovable Sub-processor makes a claim against Osben that arises from the Customer's instructions, Customer Content or breach of Section 4 of this DPA.

18. TERM, TERMINATION AND SURVIVAL

18.1 This DPA starts on the date in the preamble and continues for as long as Osben processes Customer Personal Data.

18.2 The right to terminate for cause is unaffected. A material breach of this DPA is a ground for the Customer to suspend the affected processing and, after notice and a reasonable period to remedy, to terminate the affected part of the Service.

18.3 Sections 3.3, 5, 10, 12, 13, 15, 17, 18 and 21 survive until Osben has deleted or returned all Customer Personal Data.

19. CHANGES

19.1 Osben may amend this DPA and Annex C in Text Form to reflect changes in Data Protection Law, in Sub-processors (subject to Section 7.2), in the measures (subject to Section 6.2) or in the Service. The Customer may object within thirty (30) days on reasonable grounds; Section 7.3 applies by analogy.

19.2 If a competent authority or court requires a change to this DPA, the parties agree the necessary change in good faith.

19.3 Other changes require the Customer's agreement in Text Form.

20. NOTICES

Notices under this DPA are given in Text Form. Osben sends them to the e-mail address of the Customer's account, or to the contact that the Customer names in Schedule 2, and the Customer sends them to Osben at privacy@worldtradersai.com. Each party keeps its contacts current.

21. GOVERNING LAW, JURISDICTION AND GENERAL

21.1 This DPA is governed by German law, excluding its conflict-of-law rules. Sections 24 and 25 of the Terms apply to jurisdiction. Standard Contractual Clauses, where used, are governed by the law they specify.

21.2 If a provision of this DPA is invalid or unenforceable, the rest remains in force, and the parties replace the provision with a valid one that comes closest to its purpose. The validity of the remaining provisions is not affected.

21.3 This DPA is accepted when the Customer accepts the Terms or signs the Order Form that refers to it. Osben keeps a record of acceptance. Electronic signatures and click-through acceptance are valid.

SCHEDULE 1
DETAILS OF THE PROCESSING

Item	Description
Subject matter	Provision of WorldTraders AI to the Customer under the Terms
Duration	The term of the agreement, plus the retention period in Section 9.7 of the Terms
Nature of the processing	Hosting and storage; transmission to AI model providers for classification; display, search and export of History; locking and unlocking of records; deletion
Purpose	Providing, securing and supporting the Service for the Customer: HS-code suggestions, confidence scores, permit suggestions, the Approve and Lock workflow and History
Categories of data subjects	Individuals named in Customer Content, if any, such as business contacts of the Customer's suppliers, customers or carriers. The Customer's own Authorised Users are covered by the Privacy Notice (controller data).
Types of personal data	Expected to be none or minimal: business contact data (name, business e-mail address, business role) that the Customer chooses to include. No special categories.
Frequency	Continuous, for as long as the Service is used
Location	Database hosted in the United Kingdom (London) as stated by Lovable (platform default stated as the EU); AI requests enter the gateway in the EU and may be forwarded to AI provider endpoints in the EU or the United States, as listed in Annex C.1
Customer instructions	See Section 3 of this DPA

SCHEDULE 2
CONTACTS

Osben sends notices under this DPA to the e-mail address of the Customer's account, unless the Customer names a different contact in the Order Form or in the Service. The Customer sends notices to Osben at the address below. The addresses privacy@worldtradersai.com, support@worldtradersai.com and legal@worldtradersai.com all reach the same monitored inbox.

Purpose	Osben	Customer
Data protection enquiries	privacy@worldtradersai.com	E-mail address of the Customer's account, or the contact named in the Order Form
Personal-Data Breach notifications	privacy@worldtradersai.com	E-mail address of the Customer's account, or the contact named in the Order Form
Sub-processor notices and objections	privacy@worldtradersai.com	E-mail address of the Customer's account, or the contact named in the Order Form
Audit requests	privacy@worldtradersai.com	E-mail address of the Customer's account, or the contact named in the Order Form

ANNEX C
SUB-PROCESSORS AND TECHNICAL AND ORGANISATIONAL MEASURES

This Annex forms part of the DPA and replaces Annex C of the Terms.

C.1 Sub-processors

Sub-processor	Purpose and data	Location	Transfer mechanism
Lovable Labs Incorporated, 1 Lincoln St, Boston, MA 02111, United States	Application platform: database, login and approvals log (Lovable Cloud, using Supabase and AWS), managed e-mail service and AI gateway. Customer Content; account data	Database default EU; AWS UK (London, eu-west-2) as stated by Lovable; storage, cache and secrets in the UK	Standard Contractual Clauses (Module Two; Module Three where Osben acts as processor) and, for the UK, the UK Addendum, incorporated in Lovable's DPA (Sections 8.2 and 8.3). Lovable is not certified under the EU-US Data Privacy Framework and the framework is not relied on. UK adequacy decision for storage in the UK as an additional basis
AI model providers that may serve requests, engaged by Lovable: Google (Vertex AI); Microsoft (Azure AI Foundry); Amazon Web Services (Bedrock); OpenAI; Anthropic; OpenRouter	Generation of Output. Product description, origin and destination, optional material and technical text. No names, e-mail addresses or approval records. Lovable does not say which provider serves a request	Gateway entry point in the EU. Google Vertex AI: US; Google Cloud: EU (Netherlands). Azure: EU (West Europe, France Central, Germany West Central) and US (East US 2, West US 3, South Central US). AWS Bedrock: US (Oregon). OpenAI, Anthropic, OpenRouter: US	Standard Contractual Clauses (Module Three) between Lovable and the provider, as stated by Lovable. The EU-US Data Privacy Framework is not relied on
E-mail delivery service engaged by Lovable (AWS SES or Mailgun are listed; Lovable does not say which)	Account confirmation e-mails. Recipient e-mail address and confirmation link	AWS SES: region not stated. Mailgun: US	Standard Contractual Clauses via Lovable

Sub-processor	Purpose and data	Location	Transfer mechanism
Zoho (Zoho Mail): Osben's own e-mail service for the mailboxes support@, privacy@ and legal@worldtradersai.com. Zoho Corporation Private Limited (India) is Zoho's group company that may give limited technical support	Sending, receiving and storing correspondence with the Customer, including notices under this DPA. The Service does not send Customer Content to Zoho; Customer Personal Data reaches Zoho only if the Customer chooses to send it to Osben by e-mail	Zoho's EU data centre (mail.zoho.eu); Zoho states that EU data stays there. In rare cases, remote technical-support access from India	Zoho's data processing agreement, based on Standard Contractual Clauses. For the support access from India, Standard Contractual Clauses between Zoho's group companies, as stated by Zoho
Cloudflare, Inc. (sub-processor of Lovable; Osben has no contract with Cloudflare)	Edge routing, DNS and security. Traffic in transit, including IP addresses and the content of requests in transit	Global network	Through Lovable: adequacy decision or appropriate safeguards, as Section 8.1 of Lovable's DPA requires. Lovable has not stated which applies to Cloudflare
Other Lovable Sub-processors (Sentry, Grafana, Temporal, Braintrust and others)	Platform operation (monitoring, tracing, workflow, LLM evaluation). Whether customer data reaches them is not confirmed. Listed individually only if Lovable confirms that they receive Customer Personal Data	Sentry US; Grafana US; Temporal UK; Braintrust EU	As stated by Lovable

Not Sub-processors and not used. Google, when a user chooses "Continue with Google", acts as an independent controller (see the Privacy Notice). Lovable's page-view analytics for published apps (ClickHouse, operated by Altinity, EU) are switched off; if they are switched on they will be added to this list and the Privacy Notice and Cookie Notice updated. Add-on services that Lovable offers (for example payments and maps) are not enabled and will be added to this list, with notice under Section 7.2 of the DPA, before they are enabled. The custom-domain provider handles Osben's own domain data and no Customer Personal Data.

C.2 Technical and organisational measures

Osben is a one-person business and does not operate its own servers. The measures below are of two kinds: measures that Osben applies itself, and measures that Osben's platform provider, Lovable, applies to the infrastructure and describes in its own published materials (Lovable's Privacy Policy, Section 14, and its data processing agreement, Section 5). Osben relies on Lovable's measures for the infrastructure. Osben does not audit them and does not promise that Lovable will maintain them (see Sections 6.4 and 13.4 of this DPA).

1. Confidentiality

- Access to Customer Content is limited to Osben's owner, and Osben uses no shared log-ins. If Osben engages anyone else, that person gets access only as far as needed and only after a written confidentiality undertaking.
- Authentication of users and role-based permissions in the application.
- Logical separation of customer data by account and access rules, so that one customer cannot read another customer's data.
- Applied by Lovable (as it describes in its published materials): encryption of data in transit and at rest with managed keys; access limited by role to staff who need it, with multi-factor authentication and periodic access reviews; confidentiality obligations and security training for its staff.

2. Integrity

- Approval Records and, from 15 October 2026, unlock events are recorded as separate entries in an append-only log; entries cannot be edited or deleted through the application or the database rules.
- Locked records are read-only while locked.
- Changes to the application are made only by Osben's owner.

3. Availability and resilience

- Back-ups of the database are held by Lovable under its retention schedule, which it does not publish. Osben does not promise a recovery time or recovery point. The Customer can export its Customer Content, History and Approval Records (Section 12.1 of this DPA) and keeps its own copies.
- Applied by Lovable: monitoring of availability and errors, security monitoring, centralised logging and an incident-response process.

4. Data minimisation and AI

- Names, e-mail addresses and Approval Records are not sent to the AI gateway.
- Model-training setting switched off in Osben's Lovable account (16 October 2026); contractual restrictions on AI providers as described by Lovable.
- Project setting "AI app context" switched off, so that new AI requests are logged without content. Lovable's page-view analytics for published apps switched off.
- Subscription to Lovable Trust Center updates for sub-processor changes.

5. Organisational measures

- Review of the security notices and updates that Lovable publishes and that affect the Service.
- Short written incident-response procedure and breach-notification process under Section 10 of the DPA.
- Vendor management: Article 28 agreements with Sub-processors; review of changes to Lovable's sub-processor list.
- Written deletion process in line with Section 12 of the DPA.
- Review of these measures when the Service, Lovable's sub-processor list or Lovable's terms change.

C.3 Jurisdiction of ICT infrastructure (EU Data Act)

Customer Content is stored in the United Kingdom (London), according to Lovable (its stated default is the European Union) and processed for classification in the European Union and the United States (Annex C.1). It is subject to the jurisdiction of those countries and, for providers established outside the EEA, of the country of establishment. Osben has taken the technical, legal and organisational measures that it considers appropriate to prevent unlawful international governmental access to, and transfer of, non-personal data held in the European Union, including the safeguards in Annex C.4.

C.4 Transfer safeguards by recipient

Recipient	Primary safeguard	Additional basis or fallback	Supplementary measures
Lovable (US importer; UK hosting)	Standard Contractual Clauses (Module Two; Module Three where Osben acts as processor) and UK Addendum, incorporated in Lovable's DPA (Sections 8.2 and 8.3)	UK adequacy decision (valid to 27 December 2031) for UK storage	Encryption in transit; access control
AI model providers (EU or US)	Standard Contractual Clauses (Module Three) between Lovable and the provider, as stated by Lovable	Transfer impact assessment as needed; no reliance on the EU-US Data Privacy Framework	Data minimisation (no names, e-mails or approval records); provider terms limit use of content and bar training, as stated by Lovable
E-mail delivery service	Standard Contractual Clauses via Lovable		Limited data: address and link only
Zoho (e-mail service; support access from India)	Standard Contractual Clauses in Zoho's data processing agreement; Standard Contractual Clauses between Zoho group companies for access from India, as stated by Zoho	EU data centre; Zoho states that EU data stays there. No reliance on the EU-US Data Privacy Framework	Limited to correspondence; no Customer Content sent by the Service; encryption in transit
Cloudflare	Through Lovable: adequacy decision or appropriate safeguards, as Section 8.1 of Lovable's DPA requires	Not stated by Lovable; Osben has no contract with Cloudflare	Encryption in transit

C.5 Procedure for Sub-processor changes

1. Osben subscribes to Lovable Trust Center updates and checks Lovable's published sub-processor list at least monthly. Lovable updates its list at least annually and gives Osben twenty (20) business days to object.
2. Where a change affects Customer Personal Data, Osben notifies the Customer by e-mail to the e-mail address of the Customer's account (or the contact the Customer has

named in Schedule 2) and in the Service, within five (5) business days after Osben learns of it, stating the Sub-processor, its purpose, location and transfer mechanism. The Customer has ten (10) business days to object, by e-mail to privacy@worldtradersai.com.

3. Osben passes a justified objection to Lovable within Lovable's objection period and tells the Customer the outcome. Osben updates Annex C.1 on the effective date and records the change.

Accepted by the Customer by click-through acceptance of the Terms or by signature of the Order Form.