

AUXCODE

Data Processing Agreement

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This Data Processing Agreement (“**DPA**”) is incorporated into and forms a part of the Software Services Agreement or other applicable service or subscription agreement (the “**SSA**”) between you and AuxCode Ltd with respect to your use of software and/or services, each defined as the “**Services**” in your SSA and as provided to you by AuxCode.

This DPA sets out data protection requirements with respect to the processing of Customer Personal Data (defined below) that is collected, stored, or otherwise processed by AuxCode for the purpose of providing the Services. This DPA comes into force and effect on the effective date of your SSA, unless this DPA is separately executed in which case it is effective on the date of the last signature.

1. Definitions.

The following terms have the following meanings when used in this DPA. Any capitalized terms that are not defined in this DPA have the meaning given to them in your SSA. or AuxCode’s Standard Terms of Trade (“**STT**”).

- 1.1 “**Customer**,” “**you**” and “**your**” means the organization, AuxCode’s client, that uses the Services subject to the relevant SSA.
- 1.2 “**Customer Personal Data**” means any personal data that the Customer uploads into the Services and are processed by AuxCode.
- 1.3 “**Data Protection Law**” means, to the extent applicable,
 - Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (“**EU GDPR**”);
 - the Data Protection Act 2018 and EU GDPR as saved into United Kingdom law by virtue of Section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (“**UK GDPR**”);
 - the EU e-Privacy Directive (Directive 2002/58/EC); and,
 - the Swiss Federal Act on Data Protection (“**FADP**”).
- 1.4 “**Data Subject Request**” has the meaning given to it in Article 5.1 below
- 1.5 “**EEA**” means the European Economic Area.
- 1.6 “**Sub-processor**” means any third-party data processor engaged by AuxCode and which, in the course of providing services to AuxCode, processes your Customer Personal Data.
- 1.7 “**Approved Sub-processor**” means a Sub-processor that has been approved by AuxCode in accordance with its internal sub-processor management procedures. To view the list of approved sub-processors please follow the link provided on AuxCode’s corporate website (www.auxcode.com, www.auxcode.ai)
- 1.8 “**Technical and Organizational Security Measures**” has the meaning given to it in Article 3.2 below.
- 1.9 The terms “**controller**,” “**data subject**,” “**personal data**,” “**personal data breach**,” “**processor**,” “**processing**” and “**supervisory authority**” have the meanings set forth in the EU GDPR.

2. Data Processing.

- 2.1 Scope and Roles.

This DPA applies when AuxCode processes Customer Personal Data regulated under Data Protection Law in the course of providing the Services to you. In this context, AuxCode is a “processor” to the Customer, who may act as either a “controller” or “processor” with respect to Customer Personal Data. For the avoidance of doubt, this DPA does not apply to any data processing that may be regulated under Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on digital operational resilience for the financial sector and amending Regulations (“DORA”). Any contractual requirements that may be required between Customer and AuxCode under DORA shall be addressed separately.

2.1.1 Sub-processor scenario.

Where the Customer itself acts as a processor in respect of Customer Personal Data (such that AuxCode acts as a sub-processor in the chain), the Parties acknowledge that:

- (a) the Customer’s instructions to AuxCode in respect of such Personal Data reflect, and are limited by, the instructions received by the Customer from the relevant upstream controller;
- (b) AuxCode’s obligations under this DPA are intended, in respect of such Personal Data, to mirror and pass through the obligations imposed on the Customer by that upstream controller, in accordance with Article 28(4) GDPR; and
- (c) the Customer warrants that it has the necessary authorisation from the upstream controller to engage AuxCode as a sub-processor on the terms of this DPA.

2.2 Details of the Processing.

2.2.1 Subject Matter.

The subject matter of the data processing under this DPA is Customer Personal Data.

2.2.2 Duration.

The duration of the data processing under this DPA is until the expiration or termination of the SSA between you and AuxCode in accordance with its terms.

2.2.3 Nature and Purpose.

The purpose of the data processing under this DPA is the provision of the Services to you by AuxCode in accordance with the SSA.

2.2.4 Types of Customer Personal Data.

The types of Customer Personal Data processed under this DPA include any Customer Personal Data uploaded to the Services by the Customer.

2.2.5 Categories of Data Subjects.

The data subjects may include the Customer’s customers, employees, suppliers, and end users, or any other individual whose personal data the Customer uploads to the Services.

2.3 Compliance with Laws.

Each Party will comply with all applicable Data Protection Law, including the EU GDPR, in relation to the processing of Customer Personal Data.

2.4 AuxCode’s Processing.

AuxCode will process Customer Personal Data only for the purposes of:

- 2.4.1 providing you with the Services,
- 2.4.2 processing initiated by Customer in its use of the Services; and
- 2.4.3 processing in accordance with your SSA, this DPA, and your other reasonable, documented instructions that are consistent with the terms of your SSA.

Any other processing will require a prior written agreement between the Parties.

2.5 Customer Obligations.

The Customer acknowledges that it controls the nature and contents of the Customer Personal Data. The Customer will ensure that it has obtained all necessary and appropriate consents from, and provided notices to, the data subjects where required by Data Protection Law to enable the lawful

transfer of any Customer Personal Data to AuxCode for the duration and purposes of this DPA and the SSA.

2.6 EU or Member State Law.

If AuxCode is required by European Union or Member State law to process Customer Personal Data otherwise than on the Customer's documented instructions, AuxCode shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

3. Security.

3.1 Confidentiality of Personnel.

AuxCode will ensure that any of our personnel and subcontractors who have access to Customer Personal Data are under an appropriate obligation of confidentiality.

3.2 Security Measures.

We implemented appropriate technical and organizational security measures ("**TOMS**") to ensure a level of security appropriate to the risks that are presented by the processing of Customer Personal Data. The list of TOMS is not published but only shared with parties with which AuxCode executes a DPA.

3.3. Breach Notification.

AuxCode shall notify the Customer of any personal data breach affecting Customer Personal Data without undue delay, and in any event within forty-eight (48) hours after becoming aware of it. The notification shall include, to the extent then reasonably available:

- 3.3.1 a description of the nature of the breach, including where possible the categories and approximate number of data subjects and records concerned
- 3.3.2 the name and contact details of a point of contact for further information
- 3.3.3 a description of the likely consequences of the breach; and,
- 3.3.4 a description of the measures taken or proposed to be taken to address the breach and mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide the information at the same time, the information may be provided in phases without further undue delay.

4. Sub-processors.

4.1 Authorized Sub-processors.

You acknowledge and agree that we may retain our affiliates and other third parties to further process Customer Personal Data on your behalf as Sub-processors in connection with the provision of the Services. We maintain a current list of our Sub-processors, which we will update at least 30 days before the addition or replacement of any Sub-processor.

4.2 Objections to Sub-processors.

In the event you have a reasonable objection to any new Sub-processor, either:

- 4.2.1 we will instruct such Sub-processor not to process Customer Personal Data on your behalf and, if possible, continue to provide the Services in accordance with the terms of the SSA; or,
- 4.2.2 if we cannot provide the Services without the use of such Sub-processor, you may, as your sole and exclusive remedy, terminate this Agreement and receive a refund of any prepaid fees for unused Subscriptions / Services not provided.

4.3 Sub-processor Obligations.

AuxCode will enter into a written contract with each Sub-processor and shall thereby impose on each Sub-processor the same data protection obligations as are imposed on us under this DPA. We will be liable to you for the performance of the Sub-processors' obligations to the extent required by Data Protection Law.

5. Data Subject Requests.

- 5.1. To assist with your obligations to respond to requests from data subjects, the Services provide the Customer with the ability to retrieve, correct, or delete Customer Personal Data. Customer may use these controls to assist it in connection with its obligations under Data Protection Law, including its obligations related to any request from a data subject to exercise their rights under Data Protection Law (each, a “Data Subject Request”).
- 5.2. If a data subject contacts AuxCode with a Data Subject Request that identifies the Customer, to the extent legally permitted, we will promptly notify the Customer. Solely to the extent that the Customer is unable to access the Customer Personal Data itself, and AuxCode is legally permitted to do so, we will provide commercially reasonable assistance to the Customer in responding to the Data Subject Request. To the extent legally permitted, the Customer will be responsible for any costs arising from AuxCode’s provision of such assistance, including any fees associated with the provision of additional functionality.

6. Requests for Customer Personal Data.

- 6.1. If we receive a valid and binding legal order (“**Request**”) from any governmental body (“**Requesting Party**”) for disclosure of Customer Personal Data, we will use commercially reasonable efforts to redirect the Requesting Party to seek such Customer Personal Data directly from the Customer.
- 6.2. If, despite our efforts, we are compelled to disclose Customer Personal Data to a Requesting Party, we will:
 - 6.2.1 if legally permitted, promptly notify the Customer of the Request to allow the Customer to seek a protective order or other appropriate remedy. If we are prohibited from notifying the Customer, we will use commercially reasonable efforts to obtain a waiver of that prohibition;
 - 6.2.2 challenge any over-broad or inappropriate Request (including Requests that conflict with the law of the European Union); and
 - 6.2.3 disclose only the minimum amount of Customer Personal Data necessary to satisfy the Request.

7. Cooperation.

Taking into account the nature of the processing and the information available to us, at your request and cost, AuxCode will provide reasonable assistance to ensure compliance with the obligations under applicable Data Protection Law with respect to implementing appropriate security measures, personal data breach notifications, impact assessments and consultations with supervisory authorities or regulators, in each case solely related to processing of Customer Personal Data by AuxCode.

8. Customer Audit Rights.

- 8.1. Upon Customer’s request, and subject to the confidentiality obligations set forth in your SSA, AuxCode will make available to the Customer (or the Customer’s independent, third-party auditor) information regarding AuxCode’s compliance with the security obligations set forth in this DPA in the form of third-party certifications and audits.
- 8.2. If that information is not sufficient to demonstrate our compliance with the security obligations in the DPA, you may contact AuxCode in accordance with the notice provision of your SSA to request an on-site audit of AuxCode’s procedures relevant to the protection of Customer Personal Data, but only to the extent required under applicable Data Protection Law. The Customer will reimburse AuxCode for its reasonable costs associated with any such on-site audit. Before the commencement of any such on-site audit, the Customer and AuxCode will mutually agree upon the scope, timing, and duration of the audit.

- 8.3. The Customer will promptly notify AuxCode with information regarding any non-compliance discovered during the course of an audit, and AuxCode will use commercially reasonable efforts to address any confirmed non-compliance.

9. Data Transfers.

9.1. Identification of transfers.

AuxCode shall ensure that, at all times during the term of this DPA, the Customer is informed (through the list of Approved Sub-processors made available and/or accessible to it) of:

- 9.1.1 each Approved Sub-processor that processes Customer Personal Data outside the EEA, the United Kingdom or Switzerland (or that may grant access to such Personal Data from such a location)
- 9.1.2 the country or countries in which such processing or access takes place; and,
- 9.1.3 the transfer mechanism relied upon under Chapter V GDPR (or, where the access does not constitute a transfer within the meaning of Chapter V, the basis on which the access is treated as a matter of security of processing under Article 32 GDPR).

9.2. Transfer mechanisms in place.

Where Customer Personal Data is, or may be, processed outside the EEA, the United Kingdom or Switzerland by AuxCode itself or by an Approved Sub-processor, AuxCode shall ensure that an appropriate transfer mechanism under Chapter V GDPR is in place before such processing or access occurs. Such mechanism shall be, as applicable:

- 9.2.1 an adequacy decision under Article 45 GDPR;
- 9.2.2 the European Commission's Standard Contractual Clauses adopted by Implementing Decision (EU) 2021/914, in the module appropriate to the Parties' respective roles in the chain (with such revisions or successor clauses as the European Commission may adopt from time to time, and references in this DPA being construed accordingly); or,
- 9.2.3 any other valid safeguard under Article 46 GDPR or, in the absence of such a safeguard, a derogation under Article 49 GDPR where strictly applicable.

The Customer authorises AuxCode to enter into such transfer mechanisms with Approved Sub-processors on the Customer's behalf for the purposes of the chain in which AuxCode acts as processor or sub-processor in respect of Customer Personal Data, and, on the Customer's written request, AuxCode shall make available a copy of, or evidence of the conclusion of, the relevant mechanism.

9.3 Customer-directed transfers.

Where the Customer expressly instructs AuxCode to transfer Customer Personal Data to a recipient outside the EEA, the United Kingdom or Switzerland that is not an Approved Sub-processor, the Parties shall agree in writing, before such transfer takes place, on the transfer mechanism to be relied upon and the respective obligations of the Parties in relation to it. Until such agreement is in place, no such transfer shall occur.

9.4 Remote access.

The Parties acknowledge that remote administrative access to Customer Personal Data from outside the EEA, the United Kingdom or Switzerland, where the data itself is stored and processed at rest within those territories, is treated as a matter of security of processing under Article 32 GDPR rather than as a transfer within the meaning of Chapter V GDPR. AuxCode shall ensure that any such remote access by its personnel or those of an Approved Sub-processor is subject to appropriate technical and organisational measures, including access controls, logging, and encryption in transit.

10. Return or Deletion of Data.

- 10.1. Upon expiration or termination of the SSA, or upon the Customer's written request at any time, AuxCode shall, at the Customer's election: (a) return all Customer Personal Data to the Customer in a commonly used, machine-readable format; or (b) delete all Customer Personal Data and all

existing copies thereof. The Customer's election shall be communicated in writing; in the absence of such election within thirty (30) days of expiration or termination of the SSA, AuxCode shall delete the Customer Personal Data.

- 10.2 AuxCode shall delete any remaining copies of Customer Personal Data after the period specified in Clause 10.1, unless European Union or Member State law requires further storage. In such case, AuxCode shall inform the Customer of the applicable legal requirement, the scope of the retained data, and the expected retention period, and shall continue to apply the security measures set out in this DPA to such retained data for as long as it is held.

11. Order of Precedence.

In the event of any conflict or inconsistency between this DPA and the SSA (or any other agreement between the Parties relating to the Services) in respect of the processing of Customer Personal Data, this DPA shall prevail. In all other respects, the SSA continues in full force and effect.

Annex I – Description of Processing;
Annex to the AuxCode Data Processing Agreement (DPA)

This Annex I identifies the parties to the data processing, the categories of Personal Data, the data subjects, and the nature, purpose, frequency, retention and other particulars of the processing carried out by AuxCode on behalf of the Customer under the Data Processing Agreement to which this Annex is appended. It is to be read together with the corresponding entries in Clause 2.2 of the DPA, which it supplements.

Part A — Parties

Data exporter (Customer)	
Role of the Customer	
Data importer (Processor)	AuxCode Limited UIC: Registered address: , Bulgaria Contact for data protection matters:
Role of AuxCode	Processor (or Sub-processor where the Customer itself acts as Processor — see Clause 2.1.1 of the DPA).
Competent supervisory authority	Commission for Personal Data Protection (CPDP), Republic of Bulgaria, as the lead supervisory authority for AuxCode. Where the Customer is established outside Bulgaria, the supervisory authority competent for the Customer applies in respect of the Customer's own controller obligations.

Part B — Description of the processing

Subject matter	Customer Personal Data uploaded to, or otherwise made available through, the Services provided by AuxCode to the Customer under the SSA and processed by AuxCode in the course of providing those Services.
Nature of the processing	Hosting, storage, transmission, access, retrieval, structuring, support, debugging, backup, and (on Customer instruction) deletion of Customer Personal Data, together with any processing operations technically necessary to provide the Services and meet the Customer's instructions under the SSA and the DPA.
Purpose of the processing	The provision of the Services to the Customer in accordance with the SSA, the DPA, and the Customer's documented instructions. AuxCode does not process Customer Personal Data for any other purpose.

Categories of data subjects	May include, depending on the Customer's use of the Services: (a) the Customer's own customers, clients or end users; (b) the Customer's employees, contractors and personnel; (c) the Customer's suppliers, vendors and business contacts; (d) prospects, leads and other individuals whose data the Customer or its end users introduces into the Services; and (e) any other individual whose Personal Data the Customer chooses to upload to or process through the Services.
Categories of Personal Data	May include, depending on the Customer's use of the Services: (a) identification and contact data (name, email, telephone, postal address, user identifiers); (b) professional data (employer, role, business contact details); (c) account and authentication data (usernames, hashed passwords, security tokens, MFA seeds); (d) content data — any Personal Data contained within records, documents, messages or files uploaded to or generated within the Services; (e) usage and technical data (IP address, device identifiers, browser data, log data, timestamps); and (f) any other category of Personal Data that the Customer chooses to upload to or process through the Services.
Special categories of Personal Data (Article 9 GDPR) and data relating to criminal convictions (Article 10 GDPR)	The Services are not designed for, and the Customer is not authorised by the DPA to upload or process, special categories of Personal Data within the meaning of Article 9 GDPR (data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, or data concerning a natural person's sex life or sexual orientation) or data relating to criminal convictions and offences within the meaning of Article 10 GDPR, unless the Parties have expressly agreed otherwise in writing and have agreed on the additional safeguards required by those Articles.
Frequency of the processing	Continuous, for the duration of the SSA, on-demand by the Customer and its authorised end users.
Duration of the processing	From the effective date of the SSA until its expiration or termination in accordance with its terms, followed by return or deletion of Customer Personal Data in accordance with Clause 10 of the DPA, subject to any further retention required by EU or Member State law.
Retention period (or criteria)	Customer Personal Data is retained for the duration of the SSA. Following expiration or termination, Customer Personal Data is returned or deleted in accordance with Clause 10 of the DPA. AuxCode may retain limited Personal Data after termination only where required by EU or Member State law (for example, accounting records under Bulgarian law), in which case the retention period is that required by the applicable law, and the security measures set out in AuxCode's schedule of Technical and Operational Measures.

Use of Sub-processors and onward transfers

AuxCode engages the Approved Sub-processor to assist in the provision of the Services. To view AuxCode's list of Approved Sub-processors please follow the link provided on AuxCode's corporate website (www.auxcode.com, www.auxcode.ai). The transfer mechanism relied upon for each Approved Sub-processor located outside the EEA, the United Kingdom or Switzerland (or which provides remote administrative access to Customer Personal Data from such a location) is set out in the TOMs in accordance with Clauses 9.1 to 9.4 of the DPA.