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## DATA PROCESSING AGREEMENT (DPA)

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Last updated: April 2026

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This Data Processing Agreement ("DPA") sets out the conditions under which AIKIT RESEARCH, S.A. processes the personal data entrusted to it by the Client in connection with the provision of the AiKit platform services (hereinafter, the "Services").

This DPA is entered into in compliance with Article 28 of Regulation (EU) 2016/679 General Data Protection Regulation ("GDPR") and Organic Law 3/2018 (LOPDGDD), and forms an integral part of any commercial agreement entered into between AIKIT RESEARCH, S.A. and the Client (the "Main Agreement"). In the event of conflict, the provisions of this DPA shall prevail over those of the Main Agreement in matters relating to data protection.

The mere use of the Services by the Client implies acceptance of the terms of this DPA.

### 1. ROLES OF THE PARTIES

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- Client: Acts as the CONTROLLER. It determines the purposes and means of the processing of the personal data it enters into the Platform.
- AIKIT RESEARCH, S.A.: Acts as the PROCESSOR. It processes the Client's personal data solely on behalf of and under the instructions of the Client.

#### Processor details:

- Name: AIKIT RESEARCH, S.A.
- VAT: ESA56760267
- Registered office: Sector Literatos 38, 28760 Tres Cantos, Madrid (Spain)
- General contact: admin@aikit.io
- Data protection contact: admin@aikit.io

### 2. SUBJECT MATTER AND DETAILS OF THE PROCESSING

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2.1. Purpose: The processing of the Client's personal data by AIKIT RESEARCH, S.A. has as its sole purpose the provision, support, billing and security of the contracted Services.

2.2. Fundamental instruction: It is established as the primary and default instruction that the Client Data shall under no circumstances be used for the training, development or improvement of artificial intelligence models, whether AiKit's own or those of third parties.

2.3. Duration: The term of this DPA coincides with the term of the Main Agreement. The data protection obligations shall survive termination to the extent necessary.

2.4. Nature of the processing: Automated processing by means of artificial intelligence algorithms; cloud storage; semantic filtering and analysis of text; generation of responses.

2.5. Types of personal data: Those that the Client, in its capacity as Controller, decides to process through the Services. They may include identification, contact, professional or other data appearing in the Client's Inputs.

2.6. Categories of data subjects: Those determined by the Client (the Client's employees, the Client's customers, suppliers, etc.).

### 3. OBLIGATIONS OF AIKIT RESEARCH, S.A. (PROCESSOR)

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AIKIT RESEARCH, S.A. undertakes to:

3.1. Compliance with instructions: Process the Client Data only in accordance with the Client's documented instructions set out in this DPA and in the Main

Agreement. If AIKIT RESEARCH, S.A. considers that an instruction infringes the GDPR or other applicable regulations, it shall notify the Client without delay.

3.2. Duty of confidentiality: Ensure that all of its personnel and authorized collaborators who process the Client Data are bound by duties of confidentiality, whether contractually or legally established.

3.3. Prohibition of improper use: Not "sell", transfer or commercialize the Client Data in any way. Not use the data for its own purposes other than the provision of the Service.

3.4. Assistance to the Client: Assist the Client, taking into account the nature of the processing, in order to:

- a) Address requests for the exercise of data subjects' rights (access, rectification, erasure, portability, objection, restriction).
- b) Comply with the obligations relating to the security of the processing (Art. 32 GDPR).
- c) Carry out data protection impact assessments (DPIA) and prior consultations with the supervisory authority, where appropriate (Arts. 35-36 GDPR).
- d) Notify personal data breaches (Art. 33 GDPR).

3.5. Notification of security breaches: AIKIT RESEARCH, S.A. shall notify the Client without undue delay, and in any event within a maximum period of 72 hours from becoming aware of it, of any security breach affecting the Client Data, providing the available information on the nature of the breach, the categories of data affected and the measures adopted or proposed to remedy it.

3.6. Notification of legal requirements: Inform the Client of any legally binding request for disclosure of the Client Data by a public authority, unless prohibited by law.

#### 4. SUB-PROCESSORS (SUPPLIERS)

4.1. General authorization: By accepting this DPA, the Client grants a general authorization to AIKIT RESEARCH, S.A. to subcontract the suppliers (sub-processors) necessary for the provision of the Services.

4.2. Transparency and right to object: The updated list of principal sub-processors is available to the Client and shall be provided upon request to [admin@aikit.io](mailto:admin@aikit.io). AIKIT RESEARCH, S.A. shall inform the Client at least 15 calendar days in advance of any intended change to the list of sub-processors (addition or replacement); the Client shall have that same period of 15 calendar days to raise reasoned objections and, once it elapses without objection, the change shall be deemed authorized. If the Client raises a well-founded objection and no solution is reached, the Client may terminate the Main Agreement.

4.3. Liability: AIKIT RESEARCH, S.A. shall impose on its sub-processors the same data protection obligations established in this DPA and shall remain fully liable to the Client for their compliance.

4.4. Principal sub-processors: As of the date of this DPA, the sub-processors include AI model providers (OpenAI, Anthropic) and cloud infrastructure (Microsoft Azure), among others. The complete and updated list may be requested at [admin@aikit.io](mailto:admin@aikit.io).

#### 5. INTERNATIONAL DATA TRANSFERS

Some sub-processors are located in the United States. International transfers of Client Data to these suppliers are carried out with the appropriate safeguards required by Chapter V of the GDPR (Arts. 44 to 49):

- a) Adequacy Decision: EU-US Data Privacy Framework (European Commission Implementing Decision of 10 July 2023), applicable to suppliers certified under that framework (for example, Microsoft).
- b) Standard Contractual Clauses (SCCs, Implementing Decision (EU) 2021/914):

Approved by the European Commission, entered into with providers where required as an additional or alternative safeguard.

The transfer mechanism applicable to each sub-processor is detailed in Annex II to this DPA, which prevails as the governing source.

AIKIT RESEARCH, S.A. shall periodically assess the adequacy of these safeguards and, should they cease to be valid, shall adopt the measures necessary to ensure a level of protection equivalent to the European one or, failing that, shall cease the transfer.

The Client may request detailed information on the safeguards applicable to each transfer by writing to [admin@aikit.io](mailto:admin@aikit.io).

#### 6. SECURITY MEASURES (Art. 32 GDPR)

AIKIT RESEARCH, S.A. implements and maintains appropriate technical and organizational security measures to protect the Client Data against unauthorized access, loss, alteration or disclosure. These measures include, among others:

- Encryption of data in transit (HTTPS/TLS) and at rest.
- Role-based access control and the principle of least privilege.
- Strong authentication for access to systems containing Client Data.
- Logical segregation of data between clients.
- Activity monitoring and logging.
- Periodic backups stored securely.
- Security incident response plans.
- Periodic security testing and vulnerability assessments.
- Organizational measures: staff training in data protection, confidentiality clauses, business continuity plans.

#### 7. OBLIGATIONS OF THE CLIENT (CONTROLLER)

The Client, as Controller, warrants that:

- It holds the rights, consents and legal bases necessary to provide the Client Data to AIKIT RESEARCH, S.A. and to authorize its processing.
- It complies with all applicable data protection laws.
- It has duly informed the data subjects whose data it enters into the Platform.

#### 8. DATA PROTECTION CONTACT

AIKIT RESEARCH, S.A. is not under an obligation to appoint a Data Protection Officer (Art. 37 GDPR). The data protection contact is [admin@aikit.io](mailto:admin@aikit.io), the point of contact for both the Client and the supervisory authority in relation to matters arising from this DPA.

#### 9. RETURN AND DELETION OF DATA

Upon termination of the Service (for any reason), AIKIT RESEARCH, S.A. shall:

- At the Client's choice, return or securely delete all Client Data from its active systems within a maximum period of thirty (30) calendar days, unless applicable law requires its retention.
- Deletion shall entail the irreversible erasure of the Client Data from the active systems. Residual copies may remain in backups for a brief additional period until their rotation, kept protected and inaccessible for normal operations.
- AIKIT RESEARCH, S.A. shall certify to the Client in writing, if the Client so requests, that the deletion has been carried out.

#### 10. AUDIT

AIKIT RESEARCH, S.A. shall make available to the Client, upon reasonable request and subject to due confidentiality, the information necessary to demonstrate compliance with the obligations established in this DPA.

It shall likewise allow for and contribute to the conduct of audits or inspections by the Client or an auditor authorized by the Client, with reasonable prior notice, which may be carried out at most once a year (save in the event of a serious breach), in such a manner as not to unduly interfere with the Company's operations. The Client shall bear its own costs and the reasonable costs incurred by the Company in facilitating such audit.

#### 11. DURATION

This DPA shall enter into force on the date on which the Client accepts the Services and shall remain in force for the entire duration of the Main Agreement. The obligations of data protection, confidentiality and those relating to the return/deletion of data shall survive termination until their full performance.

#### 12. GOVERNING LAW AND JURISDICTION

This DPA is governed by Spanish law and the applicable European Union regulations, in particular Regulation (EU) 2016/679 (GDPR) and Organic Law 3/2018 (LOPDGDD).

For any dispute arising from the interpretation or performance of this DPA, the parties submit to the jurisdiction of the Courts and Tribunals of the city of Madrid.

#### 13. EXECUTION AND SIGNATURE

This DPA is perfected by the mere use of the Services (acceptance by use) and is valid without signature. A Client requiring a signed copy for its records may download this version, already electronically executed by AiKit, and countersign it; the countersigned copy has the same effect.

For the Processor (AiKit):

For the Controller (Client):

Signed: Pablo Yusta Pliego  
Sole Director  
AIKIT RESEARCH, S.A.  
(electronically executed)

Signed:  
Name and position:  
Company / Tax ID:  
Date:

End of document - Data Processing Agreement (DPA) of AIKIT RESEARCH, S.A.  
VAT: ESA56760267