COMPLETA

Completa Data Processing Agreement

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Provided by B2wise Holdings Ltd, a company registered in England and Wales (company number 15488673), registered office 23 St. Johns, Enderby, Leicester, England, LE19 2BR ("Completa", "we"). Contact and formal notices: legalnotices@b2wise.com.

1 Parties and roles

This DPA forms part of the agreement governing the services (the "Agreement") and applies where Completa processes personal data contained in Customer Data on behalf of an organisation as processor under the UK GDPR, EU GDPR or other applicable Data Protection Laws. "Customer", "Customer Data", "personal data", "controller", "processor", "data subject", "personal data breach" and "processing" have the meanings given in the Agreement or applicable Data Protection Laws. Customer is controller or processor as applicable; where Customer is processor, it warrants on an ongoing basis that the relevant controller has authorised Customer to appoint Completa and its subprocessors and to give the instructions in this DPA. Each party will comply with the Data Protection Laws applicable to it. Separate processing for which Completa determines the purposes and means is governed by the Privacy Notice. Where a customer is served through a partner, its data is held in a customer division within the partner's organisation. Unless the customer contracts with Completa directly, the partner acts as the customer's processor and Completa as the partner's subprocessor; the partner is responsible for its own data processing terms with the customer. The partner's administrators can access its customer divisions, and the partner is responsible for controlling that access. When a customer moves its division to another partner or to Completa, Completa will use commercially reasonable efforts to transfer the customer's data as part of the move within a reasonable timeframe and, where the transfer requires material additional effort, may charge reasonable fees; whether or not the applications holding it move too.

2 Instructions and purpose

Completa will process Customer personal data only on Customer's documented instructions, including this DPA, the Agreement, authorised use of the services and support requests, to host, execute, secure and support authorised applications and integrations, unless applicable law requires otherwise; where legally permitted, Completa will notify Customer before that processing. Completa will promptly inform Customer if, in its reasonable opinion, an instruction infringes applicable Data Protection Laws and may suspend the affected processing until the parties agree a lawful instruction. Customer is responsible for the lawfulness, accuracy and quality of Customer Data, its notices and lawful bases, data-subject consents where required, and the configuration and use of the services. Completa will not use Customer personal data to train general-purpose AI models without Customer's separate express written agreement.

3 Processing schedule

Subject matter: provision, security, support and operation of hosted application-development, execution and distribution services. Duration: the subscription term and the deletion periods in Section 7. Nature and purpose: collection where enabled by Customer, storage, organisation, retrieval, consultation, execution, transmission, backup, monitoring, support, restriction, deletion and other processing necessary to provide the services under the Agreement. Data subjects: Customer personnel, partners, suppliers, downstream customers, end users and other individuals whose data Customer submits or permits to be processed. Categories: names, business contact and account identifiers, authentication and usage records, application content, business records, support data and other personal data Customer elects to process, subject to the Agreement and Acceptable Use Policy. Customer will not submit special-category data, criminal-offence data, children's data or payment-card data unless expressly authorised in writing by Completa following appropriate assessment and implementation of agreed safeguards.

4 Confidentiality and security

Completa will ensure that persons authorised to process Customer personal data are bound by confidentiality obligations and will maintain technical and organisational measures appropriate to the risk in accordance with Article 32, taking account of the state of the art, implementation costs and the nature, scope, context and purposes of processing. Measures will include, as appropriate and to the extent relevant to the processing, identity and access controls based on least privilege, encryption in transit and at rest, logical tenant separation, secure development and change controls, logging and monitoring, vulnerability and patch management, malware protection, resilient backup and recovery, business-continuity testing, personnel security and incident response. Completa will regularly test and evaluate the effectiveness of these measures and maintain a documented information-security programme aligned with recognised information-security frameworks. Customer acknowledges that no service is completely secure and remains responsible for securing its accounts, endpoints, integrations and credentials and for configuring the services appropriately for its use case.

5 Subprocessors and transfers

Customer grants general written authorisation for the subprocessors identified in Schedule 1 (Subprocessor Register), as updated under this Section. Completa will give at least 15 days' advance notice of a new subprocessor that will process Customer personal data and permit Customer to object during that period on reasonable, documented data-protection grounds. The parties will work in good faith to resolve a valid objection; if Completa cannot provide a commercially reasonable alternative, either party may terminate only the affected service without penalty, and Customer's exclusive remedy for the objection will be a pro rata refund of prepaid fees for the terminated period. Completa will enter into a written agreement imposing data-protection obligations on each subprocessor that are no less protective in substance than those applicable to Completa under this DPA (or, where the subprocessor is a major infrastructure or platform provider whose terms cannot practicably be individually negotiated, that are substantially equivalent having regard to the nature of the processing) and will remain

responsible for the subprocessor's performance of those obligations to the extent required by Data Protection Laws. Completa may transfer Customer personal data internationally only where permitted by Data Protection Laws, including under an adequacy regulation or, as applicable, the UK International Data Transfer Agreement, the UK Addendum to the EU Standard Contractual Clauses, or the EU Standard Contractual Clauses, together with supplementary measures where required. The register distinguishes currently used services from planned transitions; planned providers are not authorised to process Customer personal data until engaged in accordance with this Section.

6 Assistance and incidents

Taking into account the nature of the processing and information available to it, Completa will provide Customer with reasonable assistance to meet applicable obligations concerning data-subject requests, security, breach notifications, data-protection impact assessments and prior consultation with regulators. Customer remains responsible for responding to data subjects and regulators, and Completa will not respond directly unless authorised by Customer or required by law. Completa may charge reasonable fees for assistance that is excessive, repetitive or not attributable to Completa's breach of this DPA. Completa will notify Customer without undue delay and, where practicable, within 72 hours after becoming aware of a personal data breach affecting Customer personal data, and will provide available information reasonably required under Article 33(3), material updates and remediation information. Notification is not an admission of fault or liability. Customer is responsible for notifications to regulators and affected individuals unless applicable law requires Completa to notify them directly.

7 Deletion and audit

During the subscription term and for 30 days after termination or expiry, Customer may export Customer personal data using available service functionality or request a commercially reasonable export, subject to the Agreement. At the end of that period, Completa will delete Customer personal data from active systems unless Customer has earlier requested deletion, applicable law requires retention, or the parties agree otherwise in writing. Residual copies in backups will be isolated from ordinary use and deleted or overwritten in accordance with Completa's standard backup cycle, normally within 90 days, unless law requires longer retention. On request, Completa will provide information reasonably necessary to demonstrate compliance, including available independent audit reports or certifications subject to confidentiality. If that information is insufficient, Customer may conduct one audit in any 12-month period, on at least 30 days' notice, during normal business hours and without accessing other customers' data or unreasonably disrupting operations. Additional audits are permitted where required by a regulator or following a substantiated material breach. Customer will bear its audit costs and reimburse Completa's reasonable assistance costs unless the audit identifies Completa's material breach of this DPA that Completa fails to remediate within 30 days of notification, in which case Completa will bear Customer's reasonable audit costs up to the amount of fees paid or payable under the Agreement in the 12 months preceding the audit. Auditors must be independent, suitably qualified, non-competitive and bound by confidentiality.

8 Conflicts and liability

If this DPA conflicts with the Agreement, this DPA prevails only to the extent of the conflict regarding the processing of Customer personal data; otherwise the Agreement remains in effect. Any signed order form will prevail only where it expressly identifies the provision of this DPA that it overrides. All liability arising out of or in connection with this DPA, including liability for subprocessors, forms part of and is subject to the exclusions, limitations, caps and any agreed super-cap in the Agreement and does not create a separate or additional liability cap, in each case to the maximum extent permitted by law. Nothing in this DPA limits either party's liability to the extent it cannot lawfully be limited or restricts the powers of a competent supervisory authority or the rights of data subjects under applicable law.

Schedule 1 — Subprocessor Register

Register current as at November 2026. An identified provider is a subprocessor only to the extent it processes Customer personal data on Completa's behalf. Planned changes are not represented as already operational and planned providers may not process Customer personal data until engaged under Section 5.

1. Cloudflare, Inc.

Purpose	Website, app and MCP server hosting, database and file storage
Data processed	Account details, app code, encrypted credentials, app data and files stored by apps
Status / notes	Current

2. Fly.io, Inc.

Purpose	App and algorithm hosting
Data processed	Customer data in use while an app or algorithm runs
Status / notes	Current

3. Okta, Inc. (Auth0)

Purpose	User sign-in and single sign-on
Data processed	Name, email address, sign-in events
Status / notes	Current

4. ClickHouse, Inc.

Purpose	Analytics database
Data processed	Analytics data
Status / notes	Current

5. Mailgun Technologies, Inc. (Sinch)

Purpose	Email delivery

Data processed	Recipient email addresses and message content
Status / notes	Current

6. GitHub, Inc. (Microsoft)

Purpose	Source code storage and deployment
Data processed	App and algorithm code
Status / notes	Current; Customer personal data should not be stored in source code or deployment repositories except where strictly necessary and authorised under the Agreement

7. Anthropic, PBC

Purpose	Automated review of app code built through the MCP server, for business-rule checks and defect detection; business data held in apps is not sent
Data processed	App code submitted for automated review; Customer personal data only where incidentally included by Customer and necessary for the authorised review
Status / notes	Current; configured to prohibit provider training on submitted Customer Data and to apply limited retention; where such prohibition is not contractually available, Completa will not submit Customer personal data to the provider until the prohibition is secured

Register administration

Completa will maintain each provider's legal contracting identity, relevant service, actual processing locations, international transfer safeguards, subprocessor role and material onward processors. The current register, including processing locations and applicable transfer safeguards for each provider, will be made available through the services or at a URL notified to Customer, and changes will be notified in accordance with the 15-day notice period in Section 5. A provider that does not process Customer personal data on Completa's behalf is not a subprocessor and may be identified separately for transparency.

Payment service provider (planned; not a subprocessor)

Stripe — planned provider for online subscription payments. Purpose: card and payment processing, payment status, refunds, fraud controls and reconciliation. Data: billing contact details, transaction details and payment information submitted through Stripe. Status: planned. Stripe may act as an independent controller or processor depending on the activity and applicable terms; it is not a subprocessor for Customer application data unless and to the extent it processes that data on Completa's documented instructions. Completa may alternatively invoice customers or partners directly and receive payment by bank transfer. Stripe will be added to this register and notified under Section 5 if it comes to process Customer personal data on Completa's behalf.