

# Brainpower Data Processing Agreement

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**Effective date:** [TO SET ON PUBLICATION] **Last updated:** [TO SET ON PUBLICATION]

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This Data Processing Agreement ("DPA") is entered into between **UNIO International, Inc.**, a Delaware corporation ("Processor", "Brainpower") and the Customer identified in the Order Form ("Controller"). It forms part of the Brainpower Terms of Service ("Agreement").

This DPA applies where Brainpower processes personal data on Controller's behalf as part of the Service. It does not apply to personal data for which Brainpower is itself the controller (such as Controller's account and billing data), which is governed by the Brainpower Privacy Policy.

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## 1. Definitions

- Capitalised terms not defined here have the meaning given in the Agreement.
  - "**Data Protection Laws**" means, as applicable to the processing: the EU General Data Protection Regulation 2016/679 ("**GDPR**"), the UK GDPR and Data Protection Act 2018 ("**UK GDPR**"), the Swiss Federal Act on Data Protection ("**FADP**"), the California Consumer Privacy Act as amended by the CPRA ("**CCPA**"), and analogous privacy laws in other US states and jurisdictions.
  - "**Controller**", "**Processor**", "**Data Subject**", "**Personal Data**", "**Processing**", and "**Supervisory Authority**" have the meanings in the GDPR.
  - "**Sub-processor**" means any third party engaged by Brainpower to process Personal Data on Controller's behalf.
  - "**Standard Contractual Clauses**" or "**SCCs**" means the clauses in the Annex to Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
  - "**UK IDTA**" means the UK International Data Transfer Addendum issued by the UK Information Commissioner.
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## 2. Roles and scope

- For the Personal Data Controller or its End-Users submit into the Service ("**Customer Personal Data**"), Controller is the Controller and Brainpower is the Processor. Where Brainpower engages a Sub-processor, Brainpower and the Sub-processor each act as processor or sub-processor as applicable.
  - For account-level information of Controller's administrators and billing contacts, Brainpower is a separate and independent Controller. The Privacy Policy applies to that data.
  - This DPA applies for the term of the Agreement and for as long as Brainpower processes Customer Personal Data.
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### 3. Processor obligations

Brainpower will:

- Process Customer Personal Data only on Controller's documented instructions, including the Agreement, this DPA, and the Order Form. If law requires Brainpower to process outside those instructions, Brainpower will inform Controller before processing unless the law prohibits it on public-interest grounds.
  - Ensure personnel authorised to process Customer Personal Data are bound by confidentiality obligations.
  - Implement the technical and organisational measures described in Annex B to protect against unauthorised or unlawful processing, accidental loss, destruction, or damage.
  - Notify Controller without undue delay, and in any event within 72 hours, after becoming aware of a Personal Data breach affecting Customer Personal Data, and provide the information required by Article 33(3) GDPR to the extent available.
  - Assist Controller, taking into account the nature of processing and the information available, with:
    - Data-subject requests (access, rectification, erasure, restriction, portability, objection);
    - Data protection impact assessments and prior consultations with supervisory authorities (Articles 32 to 36 GDPR);
    - Compliance with Controller's security obligations under Article 32 GDPR.
  - On Controller's request at the end of the Services, delete or return all Customer Personal Data and delete existing copies, unless law requires retention. The default at termination is deletion within 60 days of the end of the subscription plus a 30-day export window, per the Agreement.
  - Make available to Controller all information necessary to demonstrate compliance with Article 28 GDPR, and allow for audits in accordance with Section 8 below.
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### 4. Controller obligations

Controller will:

- Provide only Personal Data that it has the right to process and to transfer to Brainpower;
  - Ensure a valid legal basis for the processing and that required notices and consents have been obtained from Data Subjects;
  - Not submit special-category Personal Data or data of children under 16 to the Service unless expressly agreed in writing and subject to additional safeguards;
  - Not submit payment card data, government identifiers, health data, or biometric data to the Service unless agreed in writing;
  - Issue documented instructions to Brainpower in line with the Agreement;
  - Respond to Data-Subject requests (the Service is a tool to assist Controller, not a substitute for Controller's own compliance obligations).
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## 5. Sub-processors

- Controller grants Brainpower general authorisation to engage Sub-processors. Brainpower's current Sub-processors are listed in Section 5 of the Privacy Policy.
  - Brainpower will impose on each Sub-processor written terms that provide data-protection obligations substantially equivalent to those in this DPA.
  - Brainpower remains liable for the acts and omissions of its Sub-processors as if they were its own.
  - For changes to the Sub-processor list, Brainpower will give Controller at least 14 days' prior notice by email. Controller may object on reasonable data-protection grounds within that period. If the objection cannot be resolved, Controller's sole remedy is to terminate the affected Service with pro-rata refund of pre-paid unused fees.
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## 6. International data transfers

Where Brainpower processes Customer Personal Data outside the European Economic Area, the United Kingdom, or Switzerland, the parties rely on the following transfer mechanisms, which are deemed incorporated into this DPA by reference:

- **EEA transfers:** the SCCs, Module 2 (controller-to-processor) or Module 3 (processor-to-processor) as applicable, completed as set in Annex C. Docking clause optional per Clause 7. Option 2 applies for Clause 9(a) (general authorisation) with the notice period in Section 5 above. Option 1 does not apply to Clause 11(a). Clauses 17 and 18: the law and forum of Ireland, except as mandatory laws of the data exporter's jurisdiction apply.
- **UK transfers:** the UK IDTA in the form issued by the UK Information Commissioner, using the tables and information in Annex C.
- **Swiss transfers:** the SCCs as modified by the Swiss Federal Data Protection and Information Commissioner, so that references to the GDPR are read as references to the FADP, and supervision is by the FDPIC, with the law and forum of Switzerland.
- **Data Privacy Framework:** where Brainpower or a Sub-processor is certified under the EU-US Data Privacy Framework, the UK Extension, or the Swiss-US DPF, that certification is an additional safeguard for the relevant transfers.

If any transfer mechanism is invalidated, the parties will cooperate in good faith to put an alternative lawful mechanism in place.

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## 7. Data-subject requests

If Brainpower receives a request directly from a Data Subject of Controller (for example, an End-User requesting access or deletion), it will:

- Promptly forward the request to Controller;
- Not respond substantively, except to acknowledge receipt and route the person to Controller;

- Assist Controller, at reasonable cost, in responding within statutory deadlines.
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## 8. Audits

- Once per 12-month period, Controller (or an independent third-party auditor bound by confidentiality obligations and not a competitor of Brainpower) may audit Brainpower's compliance with this DPA, on at least 30 days' prior written notice, during normal business hours, without unreasonably interfering with Brainpower's operations. Each party bears its own costs.
  - Brainpower may satisfy audit rights by providing independent third-party reports (for example, SOC 2, ISO 27001) or completed security questionnaires, to the extent those reports address Controller's audit scope.
  - Additional audits may be required where a Supervisory Authority directs Controller to carry one out, at Controller's cost.
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## 9. CCPA and US state privacy laws

For Personal Information subject to the CCPA/CPRA, Brainpower acts as Controller's "**service provider**". For analogous obligations under other US state privacy laws (Colorado, Connecticut, Virginia, Utah, Texas, and others as laws evolve), Brainpower acts as "**processor**".

Brainpower will not:

- Sell or share Personal Information as those terms are defined under applicable US state laws;
- Retain, use, or disclose Personal Information outside the direct business relationship between the parties, or for any purpose other than the business purposes set out in the Agreement and the Order Form;
- Combine Personal Information received from Controller with Personal Information received from other sources, except as permitted by applicable law.

Brainpower certifies that it understands and will comply with these restrictions.

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## 10. Order of precedence

- If this DPA conflicts with the Agreement, this DPA prevails on matters of data protection.
  - If the SCCs or UK IDTA conflict with this DPA, the SCCs or UK IDTA prevail on the matters they govern.
  - If Annex A, B, or C conflicts with the body of this DPA, the body prevails.
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## 11. Liability

The liability regime set in Section 14 of the Agreement applies to this DPA, subject to any limits imposed by Data Protection Laws that cannot lawfully be contracted out. Nothing in this DPA excludes liability to Data Subjects where the GDPR provides otherwise.

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## 12. Contact

- **Brainpower data-protection contact:** [privacy@brnpwr.com](mailto:privacy@brnpwr.com)
  - **Controller data-protection contact:** the email set in the Order Form, or as updated by Controller in writing.
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## Annex A. Processing details

- **Subject matter:** Provision of the Brainpower Service to Controller.
  - **Duration:** The term of the applicable subscription, plus the export and deletion window (30 + 60 days) set in the Agreement.
  - **Nature and purpose of processing:** Hosting, configuring, storing, transmitting, and running AI-assisted workflows on Controller's behalf; generating outputs in response to Controller's or its End-Users' inputs; enabling administration and support of the Service.
  - **Types of Personal Data:**
    - Identification data of End-Users (name, work email, role);
    - Content submitted by Controller or End-Users into the Configured System, which may contain Personal Data of End-Users or of third-party Data Subjects (for example, clients, leads, contacts referenced in workflows);
    - Usage and interaction metadata tied to End-User identifiers (timestamps, actions, feature usage);
    - Learnings, preferences, and automation tracking tied to Controller's account and to individual End-Users.
  - **Categories of Data Subjects:**
    - Controller's personnel, administrators, and End-Users;
    - Third parties whose Personal Data Controller or its End-Users submit into the Service (for example, Controller's own clients, prospects, employees, or contractors referenced in workflow content).
  - **Special categories:** Not expected. Not to be submitted without prior written agreement.
  - **Frequency of transfer:** Continuous, as part of normal use of the Service.
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## Annex B. Technical and organisational measures

Brainpower maintains the following measures, reviewed periodically and updated as the Service evolves.

- **Access control:**
    - Unique user accounts, no shared credentials;
    - Role-based access and least-privilege provisioning;
    - Multi-factor authentication for staff with production access;
    - Access reviewed at least semi-annually and on staff changes.
  - **Encryption:**
    - TLS 1.2 or higher for data in transit on all public endpoints;
    - AES-256 (or equivalent) for Personal Data at rest in production storage;
    - Password hashing using a modern, salted algorithm.
  - **Network and host security:**
    - Hardened hosting with Vercel, subject to Vercel's security controls;
    - Security headers, input validation, and output encoding to reduce common web risks;
    - Logging and monitoring of administrative actions.
  - **Data segregation:**
    - Logical separation of Customer Personal Data by client identifier;
    - API access enforced by authentication and authorisation checks.
  - **Integrity and availability:**
    - Regular backups of production data stores;
    - Documented recovery procedures;
    - Change management for production releases.
  - **Incident response:**
    - Documented breach response procedure;
    - 72-hour notification commitment (Section 3 above);
    - Post-incident review and corrective action.
  - **Personnel:**
    - Background checks where permitted by law;
    - Confidentiality and data-protection obligations in contracts;
    - Periodic security and privacy training.
  - **Sub-processor oversight:**
    - Written data-processing terms with each Sub-processor;
    - Review of Sub-processor security posture before onboarding;
    - Ongoing monitoring of publicly available Sub-processor security reports.
  - **Deletion and return:**
    - Controller-initiated export available for 30 days after termination;
    - Deletion of Customer Personal Data within 60 days of the export window, subject to legal retention.
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## Annex C. SCCs and UK IDTA completion

### EU Standard Contractual Clauses

- **Module:** Module 2 (controller to processor) applies where Controller is the controller of Customer Personal Data. Module 3 (processor to processor) applies where Controller is itself a processor.
- **Clause 7 (Docking clause):** applies.
- **Clause 9 (Use of sub-processors):** Option 2 (general authorisation), with the notice period in Section 5 above.
- **Clause 11 (Redress):** the optional Clause 11(a) language does not apply.
- **Clause 17 (Governing law):** the law of Ireland.
- **Clause 18 (Choice of forum and jurisdiction):** the courts of Ireland.
- **Annex I.A (List of parties):**
  - *Data exporter:* Controller, with the details in the Order Form.
  - *Data importer:* UNIO International, Inc., 131 Continental Dr, Suite 305, Newark, DE 19713, United States. Contact: [privacy@brnpwr.com](mailto:privacy@brnpwr.com).
- **Annex I.B (Description of transfer):** as set in Annex A of this DPA.
- **Annex I.C (Competent supervisory authority):** the authority of the member state where the data exporter is established, or the Irish Data Protection Commission where the exporter is established outside the EEA.
- **Annex II (Technical and organisational measures):** Annex B of this DPA.
- **Annex III (List of sub-processors):** Section 5 of the Privacy Policy, incorporated by reference.

### UK International Data Transfer Addendum

The UK IDTA is completed using the same information as the EU SCCs, with the following:

- **Table 1 (Parties):** as in Annex I.A above.
  - **Table 2 (Selected SCCs, modules and selected clauses):** as set above.
  - **Table 3 (Appendix information):** as in Annexes I.B, II, and III above, with references to UK GDPR in place of GDPR.
  - **Table 4 (Ending this Addendum):** either party may end the Addendum as permitted by Section 19 of the UK IDTA.
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