

DATA PROCESSING AGREEMENT

VERSION FEBRUARY 2026

This Avantwerk Data Processing Agreement and its Annexes A, B, and C ("DPA") is between Bennovate sp. z o.o. ("Avantwerk", "Processor", "we", "us") and the party executing this agreement as Customer ("Customer", "Controller", "you"). This DPA reflects the parties' agreement with respect to the Processing of Personal Data by Avantwerk on behalf of Customer in connection with the Avantwerk Platform services under the contemporaneously-executed Terms of Service agreement between the parties ("Agreement").

This DPA is part of the Agreement and is effective upon execution or another time as specified in the Agreement, an Order or an executed amendment to the Agreement. In case of any conflict or inconsistency with the terms of the Agreement, this DPA will take precedence over the terms of the Agreement to the extent of such conflict or inconsistency, and it will supersede any previous DPA.

1. Definitions

- a.** "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Process", and "Processing" shall have the meaning given to them in the Data Protection Laws.
- b.** "Customer Personal Data" means any information relating to an identified or identifiable individual where (i) such information is contained within Customer Data provided under the Agreement; and (ii) is protected as personal data, personal information or personally identifiable information under applicable Data Protection Laws.
- c.** "Data Protection Laws" means all applicable legislation relating to data protection and privacy which applies to the respective party in the role of Processing Personal Data in question under the Agreement, including without limitation: (i) Regulation (EU) 2016/679 (GDPR); (ii) the UK General Data Protection Regulation as incorporated into UK law; (iii) the Polish Act on Personal Data Protection of 10 May 2018; and (iv) any other applicable national data protection laws; in each case as amended, repealed, consolidated or replaced from time to time.
- d.** "Europe" means the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom.
- e.** "European Data" means Personal Data that is subject to the protection of European Data Protection Laws.
- f.** "European Data Protection Laws" means data protection laws applicable in Europe, including: (i) Regulation 2016/679 of the European Parliament and of the Council (GDPR); (ii) Directive 2002/58/EC concerning the Processing of personal data and the protection of privacy in the electronic communications sector; (iii) applicable national implementations; (iv) GDPR as it forms part of United Kingdom domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 ("UK GDPR"); and (v) Swiss Federal Data Protection Act; in each case, as may be amended, superseded or replaced.
- g.** "GDPR" means the General Data Protection Regulation ((EU) 2016/679), and the retained UK version of the same.
- h.** "Standard Contractual Clauses" means the standard contractual clauses annexed to the European Commission's Decision (EU) 2021/914 of 4 June 2021, as may be amended, superseded or replaced.
- i.** "UK Addendum" means the International Data Transfer Addendum issued by the UK Information Commissioner under section 119A(1) of the Data Protection Act 2018, as may be amended, superseded or replaced.
- j.** "Avantwerk Platform" means the AI-powered business automation SaaS platform operated by Bennovate sp. z o.o. under the Avantwerk brand, including all related services, features, and functionalities.

2. Compliance

Both parties will comply with all applicable requirements of Data Protection Laws. This DPA is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Laws.

3. Controller/Processor Relationship

The parties have determined that for the purposes of Data Protection Laws, Avantwerk shall process the Customer Personal Data as Processor on behalf of the Customer. Customer acts as Controller with respect to Customer Personal Data, or where Customer is processing Personal Data on behalf of a third party, Customer may act as a Processor. In either case, Avantwerk acts as Processor (or sub-processor, as applicable) on Customer's behalf.

4. Consents and Lawful Basis

Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Customer Personal Data to Avantwerk, and the lawful collection of the same by the Customer using the Avantwerk Platform for the duration and purposes of the Agreement and DPA. Customer shall indemnify Avantwerk against all loss and damage (including fines) arising from a failure to do so.

Customer is responsible for ensuring that the processing of Personal Data has a valid legal basis under applicable Data Protection Laws, including but not limited to consent, contract performance, legitimate interest, or legal obligation.

5. Nature, Scope, Purpose of Processing, and Data Subjects

Annex A sets out the scope, nature, and purpose of Customer Personal Data Processing by Avantwerk, the duration of the Processing and the types of Customer Personal Data and categories of Data Subjects.

6. Customer Instructions

Avantwerk shall process Customer Personal Data only on the documented instructions of the Customer, unless Avantwerk is required by any applicable laws to otherwise process that Customer Personal Data. The Agreement and DPA are deemed to be the instructions of Customer; the parties may agree to additional instructions. Avantwerk shall inform the Customer if, in the opinion of Avantwerk, the instructions of the Customer breach Data Protection Laws.

7. Avantwerk Obligations

Avantwerk will:

- a. Implement and maintain appropriate technical and organizational measures to protect Customer Personal Data from Personal Data Breaches, as described under Annex B to this DPA ("Security Measures"). Notwithstanding any provision to the contrary, Avantwerk may modify or update the Security Measures at Avantwerk's discretion provided that such modification or update does not result in a material degradation in the protection offered by the Security Measures.
- b. Ensure that any personnel engaged and authorised by Avantwerk to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality.
- c. Assist the Customer insofar as this is reasonably possible (taking into account the nature of the Processing and the information available to Avantwerk), and at the Customer's cost and written request, in responding to any request from a Data Subject and in ensuring the Customer's compliance with its obligations under Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.
- d. Notify the Customer without undue delay (and in any event within 72 hours) on becoming aware of a Personal Data Breach involving the Customer Personal Data.
- e. At the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the Agreement unless Avantwerk is required by any applicable law to continue to process that Customer Personal Data. For the purposes of this paragraph, Customer Personal Data shall be considered deleted where it is put beyond further use by Avantwerk.
- f. For European Data, assist Customer in ensuring compliance with Articles 32 to 36 of the GDPR; make available all information reasonably necessary to demonstrate compliance with this DPA available to Customer and allow for and reasonably contribute to audits, including inspections conducted by Customer to assess compliance with this DPA to the extent required by Data Protection Laws; and will make available all information reasonably necessary to demonstrate compliance with GDPR Article 28 requirements for Processors.
- g. Maintain records to demonstrate its compliance with this DPA and applicable Data Protection Laws.
- h. Appoint a Data Protection Officer where required by applicable Data Protection Laws and provide contact details upon request.

8. Data Subject Rights

Avantwerk shall, taking into account the nature of the Processing, assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the

fulfilment of Customer's obligation to respond to requests for exercising Data Subject's rights laid down in Chapter III of the GDPR, including:

- a.** Right of access (Article 15 GDPR)
- b.** Right to rectification (Article 16 GDPR)
- c.** Right to erasure (Article 17 GDPR)
- d.** Right to restriction of processing (Article 18 GDPR)
- e.** Right to data portability (Article 20 GDPR)
- f.** Right to object (Article 21 GDPR)

If Avantwerk receives a request from a Data Subject in relation to Customer Personal Data, Avantwerk will promptly notify Customer and will not respond to such request except on Customer's documented instructions or as required by applicable law.

9. Sub-processors

The Customer provides its prior, general authorization for Avantwerk to appoint sub-processors to process the Customer Personal Data, provided that Avantwerk shall:

- a. Ensure that the terms on which it appoints such sub-processors comply with Data Protection Laws and are consistent with the obligations imposed on Avantwerk in this DPA.
- b. Remain responsible for the acts and omissions of any such sub-processor as if they were the acts and omissions of Avantwerk.
- c. Maintain an up-to-date list of sub-processors as set out in Annex C to this DPA.
- d. Notify Customer at least 30 days prior to any intended changes concerning the addition or replacement of sub-processors, thereby giving Customer the opportunity to object to such changes.

If Customer objects to a new sub-processor on reasonable grounds relating to data protection, the parties shall discuss Customer's concerns in good faith. If the parties cannot reach a mutually agreeable resolution, Customer may terminate the affected services without penalty by providing written notice within 30 days of the notification.

10. International Data Transfers

- a. Avantwerk will not transfer European Data to any country or recipient not recognized as providing an adequate level of protection for Personal Data (within the meaning of applicable European Data Protection Laws), unless it first takes all such measures as are necessary to ensure the transfer is in compliance with applicable European Data Protection Laws.
- b. Customer acknowledges that in connection with the performance of the Avantwerk Platform services, certain Customer Personal Data may be transferred to and processed in the United States through Avantwerk's infrastructure providers. The parties agree that the Standard Contractual Clauses will be incorporated by reference and form part of the Agreement as follows:

(1) EEA Transfers. In relation to European Data subject to the GDPR: (i) Customer is the "data exporter" and Avantwerk is the "data importer"; (ii) Module Two terms apply where Customer is a Controller and Module Three terms apply where Customer is a Processor; (iii) in Clause 7, the optional docking clause applies; (iv) in Clause 9, Option 2 applies with 30 days' notice for sub-processor changes; (v) in Clause 11, the optional language is deleted; (vi) in Clauses 17 and 18, the governing law and forum shall be Poland; (vii) the Annexes of the Standard Contractual Clauses will be deemed completed with the information in the Annexes of this DPA.

(2) UK Transfers. In relation to European Data subject to UK GDPR, the Standard Contractual Clauses will apply in accordance with sub-section (1) and

will be modified and interpreted in accordance with the UK Addendum, which is incorporated by reference.

(3) Swiss Transfers. In relation to European Data subject to the Swiss DPA, the Standard Contractual Clauses will apply with references to GDPR interpreted as references to the Swiss DPA and references to supervisory authorities interpreted as references to the Swiss Federal Data Protection and Information Commissioner.

c. If Avantwerk cannot comply with its obligations under the Standard Contractual Clauses for any reason, Customer may suspend the transfer of European Data or terminate the affected services without liability to either party.

11. Security

Avantwerk shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including as appropriate:

- a. The pseudonymisation and encryption of Personal Data
- b. The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services
- c. The ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident
- d. A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing

The specific technical and organisational measures are detailed in Annex B.

12. Personal Data Breach Notification

In the event of a Personal Data Breach affecting Customer Personal Data, Avantwerk shall:

- a. Notify Customer without undue delay and, where feasible, not later than 72 hours after becoming aware of the breach
- b. Provide Customer with sufficient information to enable Customer to meet any obligations to report or inform Data Subjects and supervisory authorities
- c. Cooperate with Customer and take such reasonable steps as directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach
- d. Not inform any third party without first obtaining Customer's prior written consent, unless required by law

13. Audit Rights

Avantwerk shall make available to Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and this DPA, and shall allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer.

Customer shall give Avantwerk reasonable notice of any audit or inspection to be conducted and shall ensure that all information obtained is kept confidential. Audits shall be conducted during normal business hours and shall not unreasonably interfere with Avantwerk's business operations.

14. Liability

Each party's liability under this DPA shall be subject to the exclusions and limitations of liability set out in the Agreement. Nothing in this DPA shall limit either party's liability for breaches of Data Protection Laws or obligations directly imposed on that party by applicable law.

15. Term and Termination

This DPA shall remain in effect for the duration of the Agreement. Upon termination of the Agreement, Avantwerk shall, at Customer's election, return or delete all Customer Personal Data in accordance with Section 7(e) of this DPA.

16. Amendments

Notwithstanding anything else to the contrary in the Agreement, Avantwerk reserves the right to make updates and changes to this DPA, including to address changes in Data Protection Laws and to revise the security provisions in this DPA, so long as Avantwerk does not materially reduce the overall security level provided to Customer Personal Data. Avantwerk shall notify Customer of any material changes at least 30 days in advance.

17. Governing Law and Jurisdiction

This DPA shall be governed by and construed in accordance with the laws of Poland. Any disputes arising out of or in connection with this DPA shall be subject to the exclusive jurisdiction of the courts of Łódź, Poland, without prejudice to any Data Subject's right to bring proceedings before the courts of their habitual residence.

EXECUTED BY THE PARTIES' AUTHORIZED REPRESENTATIVES

BENNOVATE SP. Z O.O. (AVANTWERK)	CUSTOMER
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ANNEX A - Details of Processing

A. List of Parties

Data Exporter (Customer/Controller):

Name: As defined in Customer's Avantwerk Platform Account

Address: As specified in Customer's Platform Account

Contact: As specified in Customer's Platform Account

Activities: Use of the Avantwerk Platform for business automation, CRM, marketing, and related services

Role: Controller (or Processor acting on behalf of a third-party Controller)

Data Importer (Avantwerk/Processor):

Name: Bennovate sp. z o.o.

Address: ul. Christiana Andersena 25, 94-118 Łódź, Poland

Contact: Data Protection Officer, privacy@avantwerk.com

Registration: KRS 0000597272, NIP PL7272799328

Activities: Provision of the Avantwerk Platform services

Role: Processor

B. Description of Processing

Categories of Data Subjects	Description
Data Subjects	Customers, potential customers, leads, contacts, and end users of Customer's business; Customer's employees and authorized users
Categories of Personal Data	Contact information (name, email, phone, address); Business information; Communication records; Website interaction data; Marketing preferences; Transaction history; Social media profiles; Any other data Customer chooses to input
Sensitive Data	The parties do not anticipate the transfer of special categories of data. Customer shall not input sensitive personal data without prior written agreement with Avantwerk.
Frequency of Transfer	Continuous during the term of the Agreement
Nature of Processing	Collection, storage, organisation, retrieval, consultation, use, disclosure by transmission, alignment, combination, restriction, erasure, and destruction as necessary to provide the Platform services

Purpose of Processing	Provision of the Avantwerk Platform services including: CRM functionality; Marketing automation; Website building and hosting; Communication services (email, SMS, chat); Analytics and reporting; AI-powered automation; Integration with third-party services
Retention Period	Duration of the Agreement plus any legally required retention period. Upon termination, data will be deleted or returned as per Customer instructions within 30 days.

C. Competent Supervisory Authority

For the purposes of the Standard Contractual Clauses, the competent supervisory authority shall be:

- For EEA transfers: The President of the Personal Data Protection Office (UODO), Poland
- For UK transfers: The Information Commissioner's Office (ICO)
- For Swiss transfers: The Swiss Federal Data Protection and Information Commissioner (FDPIC)

ANNEX B - Technical and Organisational Security Measures

The following technical and organisational security measures are implemented by Avantwerk to protect Customer Personal Data:

Security Measure	Description
Encryption of Personal Data	All personal data at rest is encrypted with AES-256 encryption. All personal data in transit is encrypted with TLS 1.2 or higher.
Pseudonymisation	Where technically feasible, personal data is pseudonymised to reduce risks associated with data breaches.
Confidentiality & Integrity	Access control measures including user authentication, role-based authorisation, and API endpoint protection. Regular security assessments and penetration testing.
Availability & Resilience	Infrastructure hosted on enterprise-grade cloud platforms (AWS, Google Cloud) with built-in redundancy. Uptime monitoring and alerting systems. Load balancing and auto-scaling capabilities.
Data Backup & Recovery	Automated backups with point-in-time recovery capability. Backup data encrypted and stored in geographically separate locations. Recovery procedures tested regularly.
Access Control	Strong password policies and multi-factor authentication available. Role-based access controls. Regular access reviews and deprovisioning procedures.
Transmission Security	SSL/TLS certificates for all web traffic. HTTPS enforced across all services. Secure API authentication using encrypted tokens.
Physical Security	Data centres operated by certified cloud providers (AWS, Google Cloud) with SOC 2, ISO 27001, and other relevant certifications. No Customer Personal Data stored on local devices.
Logging & Monitoring	Comprehensive audit logging of user actions and system events. Real-time monitoring and alerting for suspicious activities. Log retention in accordance with legal requirements.
Vulnerability Management	Regular security scanning and vulnerability assessments. Timely patching of identified vulnerabilities. Secure development practices.
Incident Response	Documented incident response procedures. Trained incident response team. Post-incident review and improvement processes.
Staff Training	Regular data protection and security awareness training for all personnel. Confidentiality obligations in employment contracts.
Data Minimisation	Collection limited to data necessary for service provision. Optional fields clearly marked. Data retention policies enforced.

Data Portability & Erasure

Customer self-service data export functionality.
Documented data deletion procedures. Verification of complete erasure upon request.

ANNEX C - Authorised Sub-processors

The following sub-processors are authorised to process Customer Personal Data on behalf of Avantwerk:

Sub-processor	Address	Processing Description	Location
HighLevel Inc.	400 N. Saint Paul St. Suite 920, Dallas, Texas 75202, USA	Core platform infrastructure; CRM, marketing automation, and communication services	United States
Google LLC / Google Cloud Services	1600 Amphitheatre Parkway, Mountain View, California 94043, USA	Cloud infrastructure; Data storage and processing	United States (with EU data residency options)
Amazon Web Services, Inc.	410 Terry Avenue North, Seattle, WA 98109-5210, USA	Cloud infrastructure; Data storage and processing	United States (with EU data residency options)
Stripe, Inc.	354 Oyster Point Blvd, South San Francisco, CA 94080, USA	Payment processing services	United States / Ireland
Twilio Inc.	101 Spear Street, San Francisco, CA 94105, USA	SMS and communication services	United States
Mailgun Technologies, Inc.	112 E Pecan St #1135, San Antonio, TX 78205, USA	Email delivery services	United States

Note: All sub-processors listed above have entered into data processing agreements with appropriate safeguards for international data transfers, including Standard Contractual Clauses where applicable.

Avantwerk will notify Customer of any changes to this list in accordance with Section 9 of this DPA. The current list of sub-processors is also available at: <https://avantwerk.com/legal/sub-processors>

— End of Data Processing Agreement —