

# Data Processing Agreement — Confinity v1 (template)

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## Data-Processing Agreement — Confinity v1 (template)

This is the contractual template Confinity signs with business customers. It is published here so any customer can read it before subscribing, download the PDF, or send a countersigned copy. The PDF under [public/legal/confinity-dpa-v1.pdf](#) is the canonical signable artefact; counsel will refresh that PDF when this MDX is cleared.

### 1. Definitions and interpretation

"Customer", "Controller", "Processor", "Sub-processor", "Personal Data", "Processing", "Data Subject", "EEA", and "Restricted Transfer" each have the meaning given in the UK GDPR and the EU GDPR respectively.

### 2. Processing of Customer Personal Data

Confinity processes Customer Personal Data only on Customer's documented instructions, as set out in this DPA and in the published product documentation. Processing purposes, data categories, and data-subject categories are described in Annex I.

### 3. Confinity's responsibilities

Confinity will:

- ensure persons authorised to process Customer Personal Data are under a duty of confidentiality;
- implement appropriate technical and organisational measures as set out in Annex II;
- assist Customer, insofar as possible, in fulfilling obligations relating to data-subject rights, DPIAs, prior consultation, and breach notification;
- make available information necessary to demonstrate compliance and allow for audits as described in Section 7;
- delete or return Customer Personal Data on termination as described in Section 10.

## **4. Sub-processors**

Customer authorises Confinity to engage sub-processors listed on the public register at <https://www.confinity.com/trust/centre/subprocessors>. Confinity will notify Customer by email at least thirty (30) days before adding a new sub-processor that handles Customer Personal Data. Customer may object to the addition within twenty (20) days of notice; Confinity will work in good faith to address the objection, failing which Customer may terminate the affected Service without penalty.

## **5. International transfers**

Where processing of Customer Personal Data involves a Restricted Transfer, the parties incorporate by reference the European Commission's Standard Contractual Clauses (2021/914, Module Two: Controller to Processor) and, for transfers out of the United Kingdom, the UK International Data Transfer Addendum as published by the ICO, each populated with the parties' details in Annex I.

## **6. Security measures (Annex II)**

Confinity implements the technical and organisational measures set out in Annex II. Changes that materially weaken those measures require notice to Customer.

## **7. Audit rights and certifications**

Confinity makes available to Customer, on written request, the most recent external attestations or certifications then in force (for example, SOC 2, ISO 27001, or equivalent). Customer may, no more than once per twelve-month period, request an audit; the parties will agree scope, timing, and cost in good faith.

## **8. Data-subject rights assistance**

Confinity will, taking into account the nature of the processing, assist Customer by appropriate technical and organisational measures, insofar as possible, to respond to requests for exercising data-subject rights under applicable Data Protection Laws.

## **9. Personal-data breach notification**

Confinity will notify Customer without undue delay and in any event within forty-eight (48) hours after becoming aware of a Personal Data Breach affecting Customer Personal Data. The notification is aligned with the Confinity unified SEV disclosure clock published at [documentation/legal/sev-disclosure-clock.md](#).

## **10. Deletion or return of Customer Personal Data on termination**

Upon termination of the Service, Confinity will, at Customer's choice, delete or return all Customer Personal Data and delete existing copies except to the extent applicable law requires storage. Industry-standard retention windows for billing and tax records are set out in Annex I.

## 11. Liability and indemnity

Each party's liability under this DPA is subject to the liability caps and exclusions in the underlying Confinity Services Agreement.

## 12. Jurisdiction and governing law

This DPA is governed by the governing law of the underlying Confinity Services Agreement. Disputes are resolved per that Agreement.

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### Annex I — Details of processing

- Subject matter of processing: delivery of the Confinity service.
- Duration of processing: term of the underlying Services Agreement plus retention windows set out in the privacy policy.
- Nature and purpose: as described in the product documentation and in the ROPA.
- Categories of personal data: as described in the ROPA.
- Categories of data subjects: account holders, contributors, family members invited to a space, and third-party payment counterparties.

### Annex II — Technical and organisational measures

- Encryption at rest (AES-256) and in transit (TLS 1.3).
- Access controls with least-privilege defaults and auditable role assignments.
- Redundant backups with a documented restore drill cadence.
- Logging with PII redaction at source (see Sentry wrapper + OTel attribute allowlist).
- Independent external penetration test at the cadence set out in the operational documentation (at minimum annual).
- Incident response playbook with the unified SEV disclosure clock.

## **Annex III — List of sub-processors**

The current list is published at <https://www.confinity.com/trust/centre/subprocessors> and is incorporated by reference into this DPA. Updates trigger the notice process in Section 4.

### **Change log**

- 2026-04-23 — v1.0.0 initial template published.

## Signature page

By signing below, Customer and Confinity agree to the Data Processing Agreement printed above as the binding contract for processing Customer Personal Data under the Confinity Services Agreement.

### Confinity Ltd.

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Customer

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_