

RUBICOMPS DATA PROCESSING ADDENDUM

Last updated: Sep 2026

This Data Processing Addendum (“**DPA**”) forms part of the RubiComps Terms & Conditions (“**Terms**”) between the Customer and VFD SaaS Technologies Ltd (“**VFD SaaS Technologies**”, “**we**”, “**us**” or “**our**”).

This DPA applies only to the extent that VFD SaaS Technologies processes Personal Data on behalf of the Customer as a data processor in connection with the RubiComps Service.

1. Scope and Roles

1.1

This DPA applies where VFD SaaS Technologies processes Personal Data on behalf of the Customer in connection with the RubiComps Service.

1.2

VFD SaaS Technologies acts as a **data controller** in relation to Personal Data that it processes for its own purposes, including administering Accounts, providing and managing the RubiComps Service, processing payments and transactions, maintaining security, preventing fraud, communicating with Users and complying with legal obligations.

Such processing is governed by the RubiComps Privacy Notice and is not subject to this DPA.

1.3

Where the Customer determines the purposes and means of processing Personal Data and VFD SaaS Technologies processes that Personal Data solely on the Customer’s behalf in providing the RubiComps Service, the Customer acts as **data controller** and VFD SaaS Technologies acts as **data processor**.

1.4

This DPA forms part of the Terms. If there is a conflict between this DPA and the Terms concerning the processing of Personal Data, this DPA will prevail to the extent of that conflict.

2. Definitions

In this DPA:

“**Customer**” means the individual or organisation using RubiComps under the Terms.

“Customer Personal Data” means Personal Data processed by VFD SaaS Technologies on behalf of the Customer in connection with the RubiComps Service.

“Data Protection Laws” means applicable laws relating to the protection of Personal Data, including the UK GDPR and the Data Protection Act 2018.

“Personal Data”, “Controller”, “Processor”, “Process”, “Processing”, “Data Subject” and “Sub-Processor” have the meanings given to them under applicable Data Protection Laws.

“Services” means the RubiComps services provided under the Terms.

Capitalised terms not defined in this DPA have the meanings given to them in the Terms.

3. Processing of Customer Personal Data

3.1

The subject matter, duration, nature and purpose of the Processing, together with the categories of Personal Data and Data Subjects, are described in **Schedule 1**.

3.2

VFD SaaS Technologies will Process Customer Personal Data only:

- (a) to provide the Services;
- (b) in accordance with the Customer’s documented instructions, including the Terms and this DPA;
- (c) as necessary to comply with applicable law; or
- (d) where otherwise permitted by applicable Data Protection Laws.

3.3

Where applicable law requires VFD SaaS Technologies to Process Customer Personal Data other than in accordance with the Customer’s instructions, VFD SaaS Technologies will, unless prohibited by law, inform the Customer of that requirement before carrying out the relevant Processing.

3.4

VFD SaaS Technologies will not sell Customer Personal Data or use Customer Personal Data for purposes unrelated to providing the Services, except where required or permitted by applicable law or expressly authorised by the Customer.

4. Customer Responsibilities

4.1

The Customer is responsible for ensuring that its Processing of Customer Personal Data and its instructions to VFD SaaS Technologies comply with applicable Data Protection Laws.

4.2

The Customer must have a lawful basis for Processing Customer Personal Data and must provide any notices and obtain any consents or other permissions required by applicable Data Protection Laws.

4.3

The Customer must ensure that its instructions to VFD SaaS Technologies do not require Processing that would breach applicable Data Protection Laws.

4.4

The Customer is responsible for determining what Personal Data it provides to the Services and should not provide Personal Data that is unnecessary for the relevant use of the Services.

5. Confidentiality

5.1

VFD SaaS Technologies will ensure that persons authorised to Process Customer Personal Data are subject to appropriate confidentiality obligations.

5.2

VFD SaaS Technologies will not knowingly disclose Customer Personal Data to any person except as permitted by the Terms, this DPA, the Customer's instructions or applicable law.

6. Security

6.1

VFD SaaS Technologies will implement appropriate technical and organisational measures designed to protect Customer Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access.

6.2

The measures will take into account the nature of the Processing, the risks to Data Subjects and the state of available technology.

6.3

VFD SaaS Technologies may update its technical and organisational measures from time to time, provided that it does not materially reduce the overall level of security appropriate to the Services.

7. Personal Data Breaches

7.1

VFD SaaS Technologies will notify the Customer without undue delay after becoming aware of a Personal Data Breach affecting Customer Personal Data.

7.2

Where reasonably available, the notification will include:

- (a) the nature of the Personal Data Breach;
- (b) the categories of Personal Data and Data Subjects affected;
- (c) the likely consequences of the Personal Data Breach; and
- (d) the measures taken or proposed to address the Personal Data Breach.

7.3

VFD SaaS Technologies will provide reasonable further information and assistance to the Customer in relation to the Personal Data Breach as required for the Customer to comply with its obligations under applicable Data Protection Laws.

7.4

The Customer is responsible for determining whether a Personal Data Breach is required to be notified to a supervisory authority or Data Subject, unless applicable law provides otherwise.

8. Data Subject Rights

8.1

Taking into account the nature of the Processing, VFD SaaS Technologies will provide reasonable assistance to the Customer to enable the Customer to respond to requests from Data Subjects exercising their rights under applicable Data Protection Laws.

8.2

Where VFD SaaS Technologies receives a Data Subject request relating to Customer Personal Data, it will, where legally permitted, notify the Customer and direct the Data Subject to the Customer.

8.3

VFD SaaS Technologies will not respond substantively to a Data Subject request relating to Customer Personal Data except on the Customer's instructions or where required by applicable law.

9. Assistance

9.1

Taking into account the nature of the Processing and the information available to VFD SaaS Technologies, VFD SaaS Technologies will provide reasonable assistance to the Customer in relation to:

- (a) security obligations;
- (b) Personal Data Breaches;
- (c) Data Subject rights;
- (d) data protection impact assessments; and
- (e) consultations with a supervisory authority,

in each case to the extent required by applicable Data Protection Laws.

9.2

Where Customer requests assistance under this Section 9 that goes beyond VFD SaaS Technologies' obligations under applicable Data Protection Laws or the ordinary operation of the Services, including substantial assistance with DPIAs, prior consultations with regulators or other bespoke compliance activities, the Customer will reimburse VFD SaaS Technologies' reasonable costs, provided VFD SaaS Technologies notifies the Customer in advance of the estimated costs.

10. Sub-Processors

10.1

The Customer provides VFD SaaS Technologies with general authorisation to appoint Sub-Processors in connection with provision of the RubiComps Service.

10.2

VFD SaaS Technologies maintains a list of Sub-Processors used to Process Personal Data on behalf of Customers and will make the current list available on request or through the Platform.

10.3

VFD SaaS Technologies will notify the Customer of any intended appointment or replacement of a Sub-Processor that will Process Customer Personal Data.

10.4

The Customer may object to the appointment or replacement of a Sub-Processor on reasonable data protection grounds within 14 days of receiving notice.

10.5

If the Customer objects, the parties will work in good faith to address the objection. If no reasonable solution can be agreed, either party may terminate the affected Service on reasonable notice.

10.6

VFD SaaS Technologies will enter into a written agreement with each Sub-Processor requiring appropriate data protection obligations consistent with the requirements applicable to VFD SaaS Technologies under this DPA.

10.7

VFD SaaS Technologies remains responsible for the performance of its Sub-Processors to the extent required by applicable Data Protection Laws.

11. International Transfers

11.1

VFD SaaS Technologies will not transfer Customer Personal Data outside the United Kingdom except where permitted by applicable Data Protection Laws.

11.2

Where a transfer requires appropriate safeguards under applicable Data Protection Laws, VFD SaaS Technologies will implement an appropriate lawful transfer mechanism.

11.3

Where required, VFD SaaS Technologies will use applicable UK transfer mechanisms, including the UK International Data Transfer Agreement, UK Addendum or an applicable adequacy regulation or decision.

12. Return and Deletion

12.1

At the Customer's request, or following termination of the relevant Services, VFD SaaS Technologies will delete or return Customer Personal Data in accordance with the Customer's instructions, unless applicable law requires its retention.

12.2

Where deletion is requested, VFD SaaS Technologies will take reasonable steps to delete Customer Personal Data from systems used to provide the Services.

12.3

Where Customer Personal Data remains in backup systems following deletion, VFD SaaS Technologies will ensure that such data is protected and is not actively Processed except where necessary for disaster recovery, security or compliance purposes, and will delete it in accordance with its normal backup retention procedures.

12.4

Nothing in this Section 12 requires deletion of information that VFD SaaS Technologies is required or entitled to retain under the Terms or applicable law.

13. Audits and Inspections

13.1

VFD SaaS Technologies will make available to the Customer information reasonably necessary to demonstrate compliance with the obligations applicable to VFD SaaS Technologies under Article 28 of the UK GDPR and this DPA.

13.2

Where reasonably necessary and subject to reasonable notice, the Customer may conduct an audit of VFD SaaS Technologies' compliance with this DPA, provided that:

- (a) the audit is conducted during normal business hours;
- (b) it does not unreasonably disrupt VFD SaaS Technologies' operations;

- (c) the Customer and its auditors comply with reasonable security and confidentiality requirements; and
- (d) the Customer does not access information relating to other customers or confidential information unrelated to the audit.

13.3

The Customer will normally provide at least 30 days' written notice of an audit, except where a shorter period is reasonably necessary because of a Personal Data Breach or a requirement of a supervisory authority.

13.4

VFD SaaS Technologies will bear its own reasonable costs of responding to audits and inspections carried out in accordance with this Section 13. For the avoidance of doubt, such costs will not be charged to the Customer under Clause 9.2, except where the audit or inspection is required as a result of the Customer's material breach of this DPA or applicable Data Protection Laws, or where VFD SaaS Technologies' personnel are required to spend more than one business day responding to the audit or inspection, in which case VFD SaaS Technologies may charge the Customer for the additional reasonable time and materials at its standard professional services rates, provided that VFD SaaS Technologies notifies the Customer in advance of any such charges.

14. Data Protection Impact Assessments and Regulatory Cooperation

14.1

VFD SaaS Technologies will provide reasonable assistance to the Customer in relation to data protection impact assessments and prior consultations with a supervisory authority to the extent required by applicable Data Protection Laws.

14.2

VFD SaaS Technologies will reasonably cooperate with a supervisory authority in relation to the Processing of Customer Personal Data where required by applicable Data Protection Laws.

15. Special Categories of Personal Data

15.1

The Customer is responsible for ensuring that any Processing of special categories of Personal Data through the Services has a lawful basis and satisfies the requirements of applicable Data Protection Laws.

15.2

The Customer should not provide special categories of Personal Data through the Services unless the Processing is reasonably necessary for the Customer's use of the Services and the Customer has satisfied all applicable legal requirements.

15.3

Where the Customer intends to use the Services for substantial Processing of special categories of Personal Data, the Customer should notify VFD SaaS Technologies in advance so that the parties can assess whether additional technical or organisational measures are reasonably necessary.

16. Liability

16.1

The liability of each party arising out of or in connection with this DPA is subject to the liability provisions and limitations contained in the Terms, including the exclusions, limitations and liability caps in Clause 27.

16.2

Nothing in this DPA excludes or limits liability to the extent that such exclusion or limitation is prohibited by applicable law.

16.3

For the avoidance of doubt, the liability cap applicable to claims arising from VFD SaaS Technologies' breach of its obligations under Clause 18 of the Terms or this DPA is the cap set out in Clause 27.3(a) of the Terms.

17. Term and Termination

17.1

This DPA takes effect when the Customer accepts the Terms and continues for so long as VFD SaaS Technologies Processes Customer Personal Data on behalf of the Customer.

17.2

The DPA will automatically terminate when VFD SaaS Technologies ceases to Process Customer Personal Data on behalf of the Customer, subject to any provisions that by their nature are intended to survive termination.

18. General

18.1

The Customer may not assign or transfer this DPA except as permitted under the Terms.

18.2

VFD SaaS Technologies may update this DPA where reasonably necessary to reflect changes in applicable Data Protection Laws, regulatory requirements, the Services or the way in which Customer Personal Data is Processed, provided that any such update does not materially reduce the protections provided to Customer Personal Data under this DPA.

18.3

If any provision of this DPA is invalid or unenforceable, the remaining provisions will continue in full force and effect.

18.4

A failure or delay by either party to exercise any right under this DPA does not constitute a waiver of that right.

Schedule 1 – Details of Processing

1. Subject Matter

The Processing of Customer Personal Data is undertaken in connection with the Customer's use of the RubiComps Platform and Services.

This may include storing, accessing, displaying, transmitting, organising and otherwise Processing Personal Data that the Customer enters or uploads into RubiComps.

2. Duration

Processing will continue for the duration of the Customer's use of the relevant Services and for such additional period as reasonably necessary to comply with the Terms, this DPA, applicable law and normal backup and security procedures.

3. Nature and Purpose

The purposes of Processing may include:

- providing the RubiComps Service;
- storing and displaying information entered or uploaded by the Customer;

- enabling the Customer to use Platform functionality;
- generating and delivering outputs requested by the Customer;
- maintaining the security and functionality of the Platform; and
- providing technical support where required.

4. Categories of Personal Data

The categories of Personal Data may include Personal Data contained in information entered or uploaded by the Customer.

The Customer should only provide Personal Data that is reasonably necessary for its use of the Services.

5. Categories of Data Subjects

Depending on the information provided by the Customer, Data Subjects may include:

- employees and personnel;
- directors and officers;
- customers and suppliers;
- business contacts; and
- other individuals whose Personal Data the Customer lawfully provides to the Services.

6. Special Categories

The Services are not designed specifically for the Processing of special categories of Personal Data. The Customer should not provide such data unless reasonably necessary and lawful in accordance with Section 15.

Schedule 2 – Sub-Processors

As at the date of this DPA, **no third-party AI or large language model provider is appointed as a Sub-Processor for Customer Personal Data.**

VFD SaaS Technologies will maintain and make available an updated list of Sub-Processors that Process Customer Personal Data on behalf of Customers.

VFD SaaS Technologies does not provide Customer Personal Data to any AI/LLM provider for Processing on the Customer's behalf. AI tools may be used internally by VFD SaaS Technologies for software development, but such internal use does not constitute Processing of Customer Personal Data on behalf of the Customer.

If VFD SaaS Technologies appoints a third party that Processes Customer Personal Data on behalf of the Customer, that provider will be added to the applicable Sub-Processor list in accordance with Section 10.