

DUXIA

Technologies Inc.

Data Processing Agreement (DPA)

DPA — DUXIA legal agreement

Version: 1.0

Effective date: as set forth in the parties' underlying agreement (to

CONFIDENTIAL — Contract use only

Version: 1.0 — **Effective date:** as set forth in the parties' underlying agreement (to be completed)

Important notice: *this document is a **template** for informational purposes only. It is **not** legal advice. The parties should have it reviewed by qualified counsel in Canada (ideally Ontario) before execution.*

1. Parties

1.1 This Data Processing Agreement (“**DPA**”) is entered into between:

- **DUXIA Technologies Inc.** (“**DUXIA**”, as **processor** / **service provider** or analogous role under applicable law); and
- the corporate or organizational customer identified in the applicable order form or accepted commercial offer (“**Customer**”, as **controller** / **organization** or analogous role under applicable law).

1.2 This DPA supplements the parties' master services agreement or equivalent (“**Main Agreement**”). In the event of a direct conflict regarding the processing of personal information, this DPA prevails over the Main Agreement **solely** as to that subject matter.

2. Subject matter and nature of processing

2.1 Subject matter. DUXIA provides **forensic** analysis services (manipulation detection, document fraud signals, metadata and related scores) under the Main Agreement.

2.2 Categories of data. Depending on Customer use, processing may include: submitted files (documents, images, audio, video), technical identifiers (e.g., hashes), audit logs, account identifiers, billing-related data handled by payment processors, and support communications.

2.3 Data subjects. Data subjects may include Customer end users, document signatories or subjects, and Customer personnel.

2.4 Instructions. DUXIA will process personal information only on **documented instructions** from the Customer, unless required otherwise by applicable law in Canada or Ontario.

3. Term and retention

3.1 Term. This DPA remains in effect for the term of the Main Agreement and until deletion or anonymization in accordance with Section 3.2.

3.2 Retention. Unless a longer period is required by law or expressly agreed in an enterprise order, DUXIA applies a **maximum retention period of ninety (90) days** for forensic content and associated operational metadata, except where extended retention is necessary for litigation, investigation, or regulatory obligation.

3.3 Termination. Upon expiration or termination of the Main Agreement, DUXIA deletes or anonymizes data in accordance with its technical documentation and security schedules, subject to legal exceptions.

4. Individual rights and legal frameworks

4.1 Canada — privacy. The parties acknowledge the applicability of **PIPEDA** and relevant provincial statutes, including, where applicable, Ontario's **Consumer Privacy Protection Act, 2024** (CPPA) or other provincial laws governing the Customer or data subjects.

4.2 European Union (if applicable). Where processing is subject to the **GDPR**, the Customer acts as controller and DUXIA acts as processor in accordance with Articles 28 et seq., to the extent applicable.

4.3 Assistance. DUXIA will assist the Customer, within reasonable timeframes, with requests for access, rectification, erasure, restriction, objection, or portability, as permitted by law and the technical capabilities of the service.

5. Security measures

5.1 Encryption. DUXIA implements appropriate technical and organizational measures, including encryption at rest using industry-standard mechanisms comparable to **AES-256** (or successor standards) and encryption in transit using **TLS 1.3** (or the minimum version required by infrastructure providers).

5.2 Confidentiality. Access to personal information is limited to authorized personnel bound by confidentiality obligations.

5.3 Breach notification. DUXIA will notify the Customer without undue delay after becoming aware of a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal information, where notification is required under applicable law.

6. Subprocessors

6.1 Indicative list. The Customer authorizes DUXIA to engage the following subprocessors for hosting, identity, front-end delivery, or payments, subject to periodic updates published in product documentation or the legal pages of the website:

Subprocessor · Primary role

Supabase · Database, storage, and related services

Render · Backend hosting and infrastructure execution

Vercel · Front-end application hosting and delivery

Clerk · Authentication and identity management

Stripe · Payments and billing

6.2 Changes. DUXIA will inform the Customer of any material new subprocessor with access to personal information, with reasonable prior notice and a right to object where required by law.

6.3 Flow-down obligations. DUXIA contractually requires subprocessors to meet substantially equivalent data protection and security obligations.

7. Audits and transfers

7.1 Audits. Upon reasonable request and subject to confidentiality, DUXIA will provide information reasonably necessary to demonstrate compliance with this DPA.

7.2 Cross-border processing. Where personal information is processed or stored outside Canada, DUXIA documents appropriate safeguards (standard contractual clauses, transfer impact assessments, or equivalent mechanisms) in accordance with applicable law.

8. Governing law and disputes

8.1 Unless a mandatory law provides otherwise, this DPA is governed by the **laws of the Province of Ontario** and the federal laws of Canada applicable therein.

8.2 The courts of **Toronto, Ontario**, have exclusive jurisdiction, subject to any dispute resolution clause in the Main Agreement.

9. Contact

For privacy-related inquiries: <https://dunia.app/contact> (or the address specified in the Main Agreement).

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