

Data Processing Agreement

Kyper Energy Ltd — Onyx Platform · Version 1.1 · August 2026

1. Parties and Definitions

This Data Processing Agreement ("DPA") is entered into between the Customer ("Controller") and Kyper Energy Ltd ("Processor") and applies to the extent that Kyper Energy processes personal data on the Controller's behalf in the course of providing the Onyx Services under the Terms & Conditions.

Terms such as "personal data", "processing", "data subject", "controller", "processor", and "personal data breach" have the meanings given in the Applicable Data Protection Law.

1.1 Applicable Data Protection Law. "Applicable Data Protection Law" means: (a) the UK General Data Protection Regulation and the Data Protection Act 2018 ("UK GDPR"); and (b) where the Controller is established in the European Union, or where the processing is otherwise subject to it, Regulation (EU) 2016/679 ("EU GDPR"), together with any national implementing legislation, including in the Republic of Ireland the Data Protection Act 2018 (Ireland). Where both apply, each applies to the processing to which it relates.

1.2 Supervisory Authority. "Supervisory Authority" means the Information Commissioner's Office in the United Kingdom, the Data Protection Commission in the Republic of Ireland, or such other supervisory authority as has competence over the relevant processing.

2. Subject Matter and Duration

The subject matter of processing is the provision of the Onyx analytical platform. Processing takes place for the duration of the Controller's subscription or engagement with Kyper Energy, and for any period afterwards necessary to comply with legal obligations or resolve disputes.

3. Nature and Purpose of Processing

Kyper Energy processes personal data to: host and operate the Controller's account; run analytical modelling against site and metering data submitted by the Controller; generate and deliver reports; process payment; and provide customer support.

4. Categories of Data Subjects

Employees or authorised representatives of the Controller who hold user accounts on the Onyx platform (e.g. names and business email addresses). Where a bill upload or contact form includes a named individual (e.g. a site facilities contact), that individual's name and role.

5. Types of Personal Data

Name, business email address, job title, employer name, and (only incidentally) any individual's name that may appear on an uploaded document such as a utility bill or metering export. Kyper Energy does not intentionally collect special category data and asks the Controller not to submit any as part of Customer Data.

6. Processor Obligations

Kyper Energy shall:

- 6.1 process personal data only on the documented instructions of the Controller, including with regard to international transfers, unless required to do otherwise by the law of the United Kingdom, the European Union, or a member state to which the Processor is subject, in which case the Processor shall inform the Controller of that legal requirement before processing unless prohibited from doing so by that law;
- 6.2 ensure that persons authorised to process personal data are subject to a duty of confidentiality;
- 6.3 implement appropriate technical and organisational security measures, as summarised in Clause 10 of the Privacy Policy;
- 6.4 not engage a sub-processor without prior general or specific written authorisation of the Controller — general authorisation is given for the sub-processors listed in Clause 8 below, subject to the Processor notifying the Controller of any intended change so the Controller may object;
- 6.5 assist the Controller, insofar as reasonably possible, in responding to requests from data subjects exercising their rights under the Applicable Data Protection Law;
- 6.6 assist the Controller in ensuring compliance with its obligations regarding security of processing, breach notification, and data protection impact assessments, taking into account the nature of processing and information available to the Processor;
- 6.7 at the choice of the Controller, delete or return all personal data to the Controller after the end of the provision of the Services, and delete existing copies unless the Applicable Data Protection Law or other applicable law requires storage;
- 6.8 make available to the Controller information reasonably necessary to demonstrate compliance with this DPA, and allow for and contribute to audits, including inspections, conducted by the Controller or an auditor mandated by the Controller, subject to reasonable notice and confidentiality.

7. Personal Data Breach Notification

Kyper Energy shall notify the Controller without undue delay, and in any event within 48 hours, after becoming aware of a personal data breach affecting the Controller's data, and shall provide reasonable information to assist the Controller in meeting any notification obligations to the relevant Supervisory Authority or affected data subjects.

8. Sub-Processors

The Controller provides general written authorisation for Kyper Energy to engage the following sub-processors, each bound by data protection terms materially no less protective than this DPA:

- Supabase, Inc. — database hosting and authentication
- Render Services, Inc. — application hosting
- Stripe, Inc. — payment processing
- Anthropic, PBC — limited AI-assisted document/file structure interpretation (see Privacy Policy Clause 5–6)

9. International Transfers

- 9.1** Where any sub-processor is located outside the United Kingdom, Kyper Energy shall ensure the transfer is made subject to an appropriate safeguard recognised under the UK GDPR, such as the UK International Data Transfer Addendum to the EU Standard Contractual Clauses, or an adequacy regulation.
- 9.2** Where the EU GDPR applies and any sub-processor is located outside the European Economic Area, Kyper Energy shall ensure the transfer is made subject to an appropriate safeguard recognised under Chapter V of the EU GDPR, such as the EU Standard Contractual Clauses adopted by the European Commission, or an adequacy decision.
- 9.3** The Controller acknowledges that Kyper Energy is established in the United Kingdom, and that transfers of personal data from the European Economic Area to Kyper Energy are made in reliance on the European Commission's adequacy decision in respect of the United Kingdom, renewed in December 2025 and currently in force. Should that decision cease to apply, the parties shall without undue delay put in place an alternative transfer mechanism recognised under Chapter V of the EU GDPR.

10. Liability

Liability under this DPA is subject to the limitation of liability provisions set out in Clause 10 of the Terms & Conditions.

11. Term

This DPA takes effect on the date the Controller first submits Customer Data containing personal data to the Services and continues for as long as Kyper Energy processes personal data on the Controller's behalf.

12. Governing Law

This DPA is governed by the law of England and Wales and is subject to the jurisdiction provisions of Clause 16.1 of the Terms & Conditions. Nothing in this Clause limits the rights of a data subject, or the competence of a Supervisory Authority, under the Applicable Data Protection Law.