# Data Processing Agreement

Version 1.4 | Effective date: November 28, 2026

Provider: Niels Bunschoten, doing business as Webworthi | Costa Mesa, California, USA | nb@webworthi.com

Prepared for owner approval; not an executed agreement.

Complete this addendum when Webworthi processes personal information on a business customer's instructions. Execute the completed processing schedule before covered processing begins. The public template alone does not appoint a processor.

## 1. Roles and purposes

Customer determines purposes, notices, lawful basis and instructions for its visitor data. Webworthi processes it only to provide the specified functions for the documented duration, unless the law requires otherwise. Notify the customer if an instruction appears unlawful or cannot be fulfilled. Webworthi's own billing and administration are covered by its privacy policy. Check actual roles throughout the provider chain.

## 2. Restrictions

Do not sell personal information, share it for cross-context behavioral advertising or use, retain or disclose it outside the direct business relationship and specified purposes except as legally permitted. Do not combine it with information from independent sources or other customers except as permitted by law. Provide equivalent protection where required. Notify the customer if obligations cannot be met. Permit reasonable steps to monitor, stop and remediate unauthorized use.

## 3. Security and cooperation

Limit access to authorized personnel subject to confidentiality, protect credentials and transport, and apply reasonable maintenance and recovery safeguards. On becoming aware of a relevant personal-data breach, notify customer without undue delay, supply available facts and cooperate on mitigation and mandatory notices. Assist with verified data rights, assessments and proportionate audits. Refer a visitor request to the customer unless authorized or required to respond.

## 4. Vendors and transfers

Identify each authorized subprocessor, location and function in the schedule. Require appropriate written safeguards. Give prior notice of material changes and consider reasonable objections before using a new subprocessor. Do not disclose confidential data to AI providers without appropriate authorization and safeguards. Assess international transfer mechanisms and execute any required supplementary terms before transferring restricted data.

## 5. Return and deletion

Return or delete covered data on completion according to documented instructions, except where lawful retention is required or technically isolated backups await rotation. Restrict retained copies, document deletion, honor legal holds and preserve lawful data access. This addendum controls conflicts concerning covered processing.

## 6. Processing schedule and execution

Customer legal name and authorized contact [complete]. Provider: Niels Bunschoten, doing business as Webworthi | Costa Mesa, California, USA | nb@webworthi.com. Website, documented purposes and duration [complete]. Data subjects, data types, countries, safeguards, retention, incident contact, subprocessors and processing locations [complete]. Sensitive data [excluded unless separately assessed, approved and permitted]. Customer authorized signature and date [complete]. Webworthi authorized signature and date [complete].