

Version:	v1.0
Effective Date:	May 09, 2026
Governing Law:	European Union — GDPR (Regulation (EU) 2016/679)
Controller Jurisdiction:	Netherlands

This Data Processing Agreement ("DPA") is entered into between the Customer ("Controller" or "Data Controller") and Oceanic Consulting VOF, trading as **Hubrix** ("Processor" or "Data Processor"), and forms part of the Hubrix Terms of Service or any other agreement between the parties for the provision of Hubrix services.

This DPA is incorporated into and subject to the terms of the agreement between the Controller and Processor (the "Agreement"). In the event of any conflict between this DPA and the Agreement, this DPA shall prevail with respect to data protection matters.

Article 1 — Definitions

"**Personal Data**" means any information relating to an identified or identifiable natural person as defined in Article 4(1) GDPR.

"**Processing**" means any operation performed on Personal Data, as defined in Article 4(2) GDPR.

"**Data Subject**" means the identified or identifiable natural person to whom Personal Data relates.

"**Controller**" means the Customer, who determines the purposes and means of processing Personal Data.

"**Processor**" means Oceanic Consulting VOF (Hubrix), who processes Personal Data on behalf of the Controller.

"**Sub-processor**" means any third party engaged by the Processor to process Personal Data.

"**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council.

"**Supervisory Authority**" means the Dutch Data Protection Authority (Autoriteit Persoonsgegevens) or any competent EU supervisory authority.

Article 2 — Subject Matter and Duration

2.1 Subject Matter. The Processor shall process Personal Data on behalf of the Controller for the purpose of providing the Hubrix AI workspace services as described in the Agreement.

2.2 Duration. This DPA shall remain in force for the duration of the Agreement. Upon termination, the Processor shall delete or return all Personal Data as specified in Article 8.

2.3 Details of Processing (Annex A):

Attribute	Details
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Nature of processing	Storage, retrieval, AI-assisted analysis, transmission
Purpose of processing	Providing AI workspace services (chat, RAG, automation, translation)
Categories of data subjects	Employees and contractors of the Controller
Categories of personal data	Names, email addresses, job titles, work-related content, chat messages, uploaded documents
Sensitive data	Not processed by default; Controller must not upload special category data without prior approval
Retention period	Duration of the Agreement + 30 days post-termination (or as required by law)
Data location	Hetzner Cloud, Helsinki, Finland (EU/EEA only)

Article 3 — Processor Obligations

3.1 Instructions. Process Personal Data only on documented instructions from the Controller, including with regard to transfers to third countries, unless required by EU or Member State law.

3.2 Confidentiality. Ensure that persons authorised to process Personal Data have committed to confidentiality or are under an appropriate statutory obligation of confidentiality.

3.3 Security. Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including encryption, pseudonymisation, and measures to ensure ongoing confidentiality, integrity, and availability of processing systems.

3.4 Sub-processors. Not engage sub-processors without prior general or specific written authorisation of the Controller. The Controller provides general authorisation for the sub-processors listed in Annex B (Article 9).

3.5 Data Subject Rights. Assist the Controller in responding to requests from Data Subjects exercising their rights under GDPR (Articles 15-22) by providing appropriate technical and organisational measures.

3.6 Breach Notification. Notify the Controller without undue delay, and no later than 48 hours after becoming aware of a personal data breach, providing sufficient information to enable the Controller to meet its obligations under GDPR Articles 33 and 34.

3.7 DPIA Assistance. Provide reasonable assistance to the Controller with data protection impact assessments and prior consultations with supervisory authorities where required by GDPR.

3.8 Deletion/Return. Delete or return all Personal Data to the Controller after the end of the provision of processing services, and delete existing copies unless Union or Member State law requires storage of the Personal Data.

3.9 Audit Rights. Make available all information necessary to demonstrate compliance with Article 28 GDPR and allow for and contribute to audits and inspections conducted by the Controller or an auditor mandated by the Controller, with reasonable notice (at least 30 days) and at the Controller's cost.

Article 4 — Controller Obligations

1. The Controller shall ensure that its instructions to the Processor comply with applicable data protection laws.
2. The Controller shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which it acquired such data.
3. The Controller shall not instruct the Processor to process special categories of Personal Data (Art. 9 GDPR) without prior written agreement and appropriate safeguards.
4. The Controller shall ensure it has provided all necessary notices and obtained all necessary consents or has another lawful basis for processing under GDPR Art. 6.

Article 5 — Security Measures

Without prejudice to Article 3.3, the Processor implements the following technical and organisational measures in accordance with GDPR Article 32:

Measure	Implementation
Pseudonymisation	User identifiers hashed in logs; IP addresses truncated
Encryption (transit)	TLS 1.2+ on all endpoints; HSTS enabled
Encryption (rest)	AES-256 disk encryption; field-level encryption for sensitive data
Confidentiality	Role-based access control; least-privilege principle
Integrity	Database transaction integrity; audit logging
Availability	Daily backups; off-site backup copy; monitoring
Resilience	Automatic service restart; health checks
Access control	MFA mandatory for admin; SSO available for enterprise
Testing	Regular internal security reviews; penetration test planned Q3 2026

Article 6 — International Transfers

6.1 The Processor stores all Personal Data within the European Economic Area (EEA). Specifically, data is hosted at Hetzner Cloud in Helsinki, Finland.

6.2 Where Personal Data is transferred to Sub-processors located outside the EEA (including AI providers such as Anthropic and OpenAI), such transfers are made pursuant to Standard Contractual Clauses (SCCs) adopted by the European Commission (Decision 2021/914) or other appropriate safeguards under GDPR Chapter V.

6.3 The Processor shall not transfer Personal Data to any country or international organisation without ensuring an adequate level of protection in accordance with GDPR.

Article 7 — Data Subject Requests

7.1 The Processor provides technical functionality within the Hubrix platform to assist the Controller in fulfilling Data Subject requests, including:

- Data export (JSON format) available from user account settings
- Account deletion with full data purge within 30 days
- Session management and force logout capabilities
- Data rectification through profile editing

7.2 Where a Data Subject contacts the Processor directly regarding their rights, the Processor shall promptly notify the Controller and shall not respond to such requests except as instructed by the Controller, unless required by law.

Article 8 — Termination and Data Deletion

8.1 Upon expiry or termination of the Agreement, the Processor shall cease all processing of Personal Data immediately.

8.2 Within 30 days of termination, the Processor shall, at the Controller's choice, either: (a) return all Personal Data in machine-readable format (JSON/CSV), or (b) securely delete all Personal Data from all systems, including backup copies.

8.3 The Processor shall provide the Controller with written confirmation of deletion upon request.

8.4 Notwithstanding the above, the Processor may retain Personal Data where required by applicable EU or Member State law (e.g., financial records for tax purposes), provided such data is isolated and not subject to further processing.

Article 9 — Authorised Sub-processors (Annex B)

The Controller grants general authorisation to the Processor to engage the following sub-processors. The Processor shall inform the Controller of any intended changes regarding the addition or replacement of sub-processors, giving the Controller the opportunity to object within 14 days.

Sub-processor	Service	Location	Safeguard
Hetzner Cloud GmbH	Hosting & storage	EU (Finland)	ISO 27001 / No transfer
Cloudflare Inc.	CDN / WAF / DNS	EU (with EU DPA)	SCCs
Anthropic PBC	Claude AI (optional)	USA	SCCs + API DPA
OpenAI LLC	GPT AI (optional)	USA	SCCs + API DPA
Google LLC	Gemini AI + SSO	USA / EU	SCCs + GCP DPA
Microsoft Corp.	Entra ID SSO	USA / EU	SCCs + MS DPA
Stripe Inc.	Payment processing	USA	SCCs + Stripe DPA
Resend Inc.	Transactional email	USA	SCCs

Article 10 — Liability

10.1 Each party shall be liable to the other for damage caused by breach of this DPA in accordance with GDPR Articles 82 and 83.

10.2 The Processor's liability under this DPA is limited to direct damages and shall not exceed the total fees paid by the Controller in the 12 months preceding the event giving rise to liability, unless caused by gross negligence or wilful misconduct.

Article 11 — Governing Law and Dispute Resolution

This DPA and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of the Netherlands. Any disputes shall be submitted to the exclusive jurisdiction of the competent courts in Rotterdam, the Netherlands, without prejudice to the right of any party to seek relief from a supervisory authority or court in the EU Member State where the Data Subject is habitually resident.

Article 12 — Miscellaneous

12.1 Entire Agreement. This DPA constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements.

12.2 Amendments. This DPA may only be amended by a written instrument signed by authorised representatives of both parties.

12.3 Severability. If any provision of this DPA is held invalid, the remaining provisions shall continue in full force and effect.

12.4 Priority. In case of conflict between this DPA and the Standard Contractual Clauses (where applicable), the SCCs shall prevail.

Signature Page

By signing below, the parties agree to the terms of this Data Processing Agreement as of the Effective Date first written above.

DATA CONTROLLER (Customer)	DATA PROCESSOR (Hubrix / Oceanic Consulting VOF)
Company Name: _____	Oceanic Consulting VOF
Authorised Signatory: _____	Company Name: Oceanic Consulting VOF
Title: _____	Authorised Signatory: Sasan Ghaffarnian
Date: _____	Title: Co-founder & Managing Director
Signature: _____	Date: May 09, 2026
Email: _____	Signature: _____
	Email: dev@oceanicco.nl

Hubrix Data Processing Agreement v1.0 | May 2026 | Oceanic Consulting VOF, Poortugaal, Netherlands | dev@oceanicco.nl
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