



NEUROBYTE TECHNOLOGIES LTD

Nairobi, Kenya · Est. 2020 · www.neurobyte.co.ke

DATA PROCESSING AGREEMENT

Standard Terms — Available for Review Before Contracting

Version 1.0 · Last updated 4 July 2026

1. Parties & Roles

This Data Processing Agreement ("DPA") is Neurobyte Technologies Ltd's ("**Processor**") standard data-processing terms, incorporated by reference into the services agreement between Processor and the client named in that agreement ("**Controller**"). It supplements, and does not replace, that services agreement (the "*Principal Agreement*"), and takes effect only once both Parties have executed or incorporated it into a signed Principal Agreement.

1.1 Applicable law. The Parties shall comply with the Kenya Data Protection Act, 2019, its regulations, and, where personal data of data subjects located outside Kenya is involved, other applicable data protection law (e.g. the EU/UK GDPR).

1.2 Roles. Controller determines the purposes and means of processing personal data. Processor processes personal data solely on Controller's documented instructions, as described in an agreed processing schedule, except where otherwise required by law.

2. Processor Obligations

- Process personal data only for the purposes, and in the manner, agreed with Controller.
- Ensure personnel authorized to process personal data are bound by confidentiality obligations.
- Implement technical and organizational security measures appropriate to the risk, including access controls, encryption in transit and, where feasible, at rest, and logging of access to systems holding personal data.
- Not engage a sub-processor without Controller's prior written or general authorization, and impose equivalent data protection obligations on any authorized sub-processor.
- Assist Controller, at Controller's reasonable cost, in responding to data subject requests and in fulfilling its obligations regarding data protection impact assessments and consultation with the Office of the Data Protection Commissioner (ODPC), to the extent relevant to Processor's processing.
- Notify Controller without undue delay, and in any event within 72 hours of becoming aware, of any personal data breach affecting the data processed under this DPA.
- At Controller's election on termination, delete or return all personal data processed under this DPA, except to the extent retention is required by law.
- Make available to Controller information reasonably necessary to demonstrate compliance with this DPA, and allow for audits by Controller or its appointed auditor on reasonable notice, no more than once per year absent cause.

3. International Transfers

Processor shall not transfer personal data outside Kenya except where such transfer complies with the cross-border transfer requirements of the Kenya Data Protection Act, 2019, and, where relevant, equivalent requirements under the GDPR. Current sub-processing and hosting locations are disclosed to Controller on request.

4. Liability

Each Party's liability under this DPA is subject to the liability provisions of the Principal Agreement, except that nothing in this DPA limits either Party's liability for a breach of Kenya Data Protection Act obligations to the extent such limitation is not permitted by law.

5. Term

This DPA takes effect on the date personal data is first processed under the Principal Agreement and terminates automatically on termination or expiry of the Principal Agreement, subject to the deletion/return obligation in Clause 2.

6. How to Execute This DPA

To incorporate this DPA into your agreement with Neurobyte, reference it by name and version in your Statement of Work or Master Services Agreement, or contact info@neurobyte.co.ke for a signature-ready copy with the processing schedule (data categories, purpose, and sub-processors) completed for your engagement.