Data Processing Agreement

ABX Wallet

Hayat Gordeev Holdings Europe Ltd

(Business Accounts — Click-Through)

Version 3 — Last updated: 2 November 2026

This Data Processing Agreement forms part of the ABX Wallet Terms of Service. It replaces Schedule 3 (Data Processing) of version 1 of those Terms.

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PARTIES

This Data Processing Agreement (**this "DPA"**) forms part of the ABX Wallet Terms of Service (the **"Terms"**) between

the business on whose behalf an Account is registered and which has accepted the Terms and this DPA (the **"Customer"**)

and

Hayat Gordeev Holdings Europe Ltd, incorporated and registered in England and Wales with company number 17229457, whose registered office is at 35 BALLARDS LANE, LONDON, UNITED KINGDOM, N3 1XW, which operates ABX Wallet (**"ABX"**)

(together as **the "Parties"**)

WHEREAS

(A) The Customer acts as a controller of the Customer Personal Data.

(B) ABX provides the Services to the Customer under the Terms, which involves processing Customer Personal Data on the Customer's behalf as its processor.

(C) The Parties intend this DPA to meet the requirements of Article 28 of the UK GDPR and of the Data Protection Act 2018, and it is governed by the laws of England and Wales.

(D) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. **Definitions and Interpretation**

1.1. Unless otherwise defined herein, capitalised terms and expressions used in this DPA shall have the following meaning, and capitalised terms that are not defined in this DPA (including Account, Admin, Authorised User, Busha, Cash-out, Customer Data, Effective Date, Invoice Data, Payer, Payment, Payment Page, Privacy Policy, Screening, Services, Top-up and USDT Balance) have the meanings given in the Terms:

1.1.1. "DPA" means this Data Processing Agreement, as amended from time to time under clause 13.4, and its Annexes;

1.1.2. "Cessation Date" means the date on which the Customer's Account is closed or the Terms terminate, whichever is earlier;

1.1.3. "Customer Personal Data" means any Personal Data (a) provided by the Customer to ABX, (b) uploaded or input by the Customer or its Authorised Users into the Services, or (c) generated by the Customer's use of the Services (including Extracted Data, invoices sent through the Services and Payment records), in each case Processed by ABX on behalf of the Customer. It does not include Personal Data to the extent that ABX processes it as a controller under clause 2.6;

1.1.4. "Data Protection Laws" means the UK GDPR, the Data Protection Act 2018 and any other laws of England and Wales relating to the protection of personal data that apply to a Party in connection with the Services, in each case as amended or replaced from time to time;

1.1.5. "Restricted Transfer" means a transfer of Customer Personal Data that is subject to Chapter V of the UK GDPR;

1.1.6. "UK GDPR" has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

1.1.7. "Services" has the meaning given in the Terms;

1.1.8. "Sub-processor" means any person appointed by or on behalf of ABX to process Customer Personal Data on behalf of the Customer in connection with the Services, but does not include the independent third parties described in clause 5.6; and

1.1.9. "Terms" means the ABX Wallet Terms of Service between ABX and the Customer, as amended from time to time.

1.2. The terms "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processing", "Processor" and "Supervisory Authority" shall have the same meaning as in the UK GDPR, and

their cognate terms shall be construed accordingly. In this DPA, the Supervisory Authority is the Information Commissioner.

2. **Processing of Customer Personal Data**

2.1. This DPA sets out the terms on which the Customer, as controller, appoints ABX as its processor of Customer Personal Data and the purposes for which ABX will process Customer Personal Data when providing the Services under the Terms.

2.2. ABX shall:

2.2.1. comply with all applicable Data Protection Laws in the Processing of Customer Personal Data;

2.2.2. not Process Customer Personal Data other than on the Customer's documented instructions, except where required by applicable law, in which case ABX shall notify the Customer of that legal requirement before processing unless such notification is itself prohibited by law. The Customer's documented instructions are given by the Terms and this DPA and by the Customer's use and configuration of the Services (including the actions of its Authorised Users); and

2.2.3. promptly inform the Customer if, in its opinion, an instruction infringes Data Protection Laws.

2.3 The subject matter of the Processing of Customer Personal Data by ABX is to provide the Services pursuant to the Terms. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Annex 1 (Processing Details) of this DPA.

2.4 The Customer shall:

2.4.1 ensure any instructions given to ABX under this DPA comply with applicable Data Protection Laws;

2.4.2 have sole responsibility for the accuracy, quality, and legality of the Customer Personal Data and how the Customer acquired the Personal Data it provides to ABX, and have a lawful basis for the Processing that it instructs ABX to carry out;

2.4.3 not use the Services to process Special Categories of Personal Data (see Annex 1, paragraph 4);

2.4.4 not use the Services where this would cause the Customer to violate the fundamental rights of a Data Subject;

2.4.5 comply with any applicable requirement to provide notices to Data Subjects (including its suppliers, customers and Payers, and their personnel) or otherwise obtain their consent for the use of the Services, including by telling them that ABX sends invoices, receipts and related emails on the Customer's behalf (see clause 7.8 of the Terms) and that ABX uses Invoice Data for its own purposes as described in clause 10.8 of the Terms and in the Privacy Policy; and

2.4.6 defend and indemnify ABX against any claim arising from the Customer breaching this clause 2.4, in accordance with clause 15 of the Terms.

2.5 The Customer instructs ABX to process Customer Personal Data as aligned to the categories of data, the categories of data subjects and the purposes of the processing set out in Annex 1, and using sufficient controls as outlined in Annex 2.

2.6 ABX acts as a controller, and this DPA does not apply, where it processes personal data for its own purposes as described in the Privacy Policy, including to manage Accounts, carry out Screening, verify the Customer and the people behind it, prevent fraud, keep the Services secure, bill the Customer, meet ABX's obligations to Busha (including by sharing Verification Information and the results of its checks with Busha and reporting suspicious activity to it) and comply with Applicable Laws. This includes the Screening of names and wallet addresses that appear in Customer Personal Data, the Screening and Payment records that ABX keeps for its own legal purposes (see clause 9.3), and ABX's use of Invoice Data under clause 10.8 of the Terms (including to detect and prevent fraud across ABX's customers, to analyse, test and improve the Services, and to create aggregated or de-identified data). The Customer authorises ABX to use Customer Personal Data for those purposes, and acknowledges that ABX does so as a separate controller.

2.7 ABX shall not use Customer Personal Data to train or fine-tune artificial intelligence or machine learning models, and shall not permit its Sub-processors to do so (see clause 10.4 of the Terms).

3 ABX Personnel

3.1 ABX shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know/access the relevant Customer Personal Data, as strictly necessary for the purposes of the Terms, and to comply with Data Protection Laws, including by ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

3.2 ABX's staff shall view Customer Personal Data only for the reasons set out in clause 10.3 of the Terms (to respond to a support request or other instruction from the Customer, to review a possible Screening match, to investigate a security incident, suspected fraud or a suspected breach of the Terms, to check and improve the accuracy of automatic reading using samples of invoices, or to comply with Applicable Laws), and only to the extent necessary for that reason. Each time a member of ABX's staff opens a customer record, this is logged and shown to the Customer in the Services as "ABX staff".

4 Security

4.1 Taking into account state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, ABX shall, in relation to the Customer Personal Data, implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the UK GDPR and the security measures set out in Annex 2 of this DPA.

4.2 In assessing the appropriate level of security, ABX shall take into account the risks that are presented by the processing taking place under this DPA, including in particular those arising from a Personal Data Breach.

4.3 ABX may update the measures in Annex 2 from time to time, provided that the overall level of security of Customer Personal Data is not reduced.

5 Sub-processing

5.1 The Customer provides general written authorisation for the use by ABX of the Sub-processors identified in Annex 3 and of any further Sub-processor engaged under this clause 5. ABX shall not disclose or otherwise make available Customer Personal Data to any potential or actual Sub-processor without first (a) conducting a reasonable investigation of the recipient's safeguards to ensure such safeguards are reasonable and consistent with ABX's obligations under this DPA; and (b) imposing on the recipient, by written contract, data protection obligations no less protective than those in this DPA, as required by Article 28(4) of the UK GDPR.

5.2 ABX shall give the Customer at least fourteen (14) days' notice, by email or through the Services, of any intended addition or replacement of a Sub-processor, and the Customer may object on reasonable data protection grounds within that notice period.

5.3 Where the Customer objects within the period referred to in clause 5.2 above, the Parties shall discuss the objection in good faith. If the objection is not resolved, the Customer may terminate the Terms (including this DPA) under clause 13.2 of the Terms.

5.4 ABX shall remain liable to the Customer for the acts and omissions of each Sub-processor in performing its data protection obligations, as required by Article 28(4) of the UK GDPR, subject to clause 12.

5.5 If the Customer does not raise an objection within the period referred to in Clause 5.2, the Sub-processor shall be deemed approved. Once a Sub-processor is authorised (whether through Annex 3 or under this Clause 5), ABX may engage that Sub-processor as soon as a written agreement is in place that imposes data protection obligations on the Sub-processor no less protective than those set out in this DPA, and shall update Annex 3 accordingly.

5.6 The following are independent third parties and are not Sub-processors: (a) public blockchain nodes and data services that ABX queries for public blockchain data (currently TronGrid), which receive the wallet addresses and transaction identifiers queried and act independently of ABX (see clause 10.6 of the Terms); and (b) Busha (Busha Digital Limited, incorporated in Nigeria,

and its affiliates), which holds the Customer's USDT Balance and provides Top-ups, Cash-outs and Payments through ABX's integration with its platform, and which acts as a separate controller of the personal data it receives. On the Customer's instructions, ABX sends Busha the Company's name, email address, country, phone number, address and city, the amount of each Top-up, Cash-out and Payment, the cash-out destination (a Nigerian bank account number or a Kenyan M-Pesa phone number) and the payee's Tron wallet address. ABX also shares Verification Information with Busha as a controller (clause 2.6). Busha is based in Nigeria and may transfer that data to its affiliates and service providers in other countries. ABX transfers it to Busha as described in clause 11.3.

6 Data Subject Rights

6.1 Taking into account the nature of the Processing, ABX shall assist the Customer by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligations, as reasonably understood by the Customer, to respond to requests to exercise Data Subject rights under the Data Protection Laws, including by allowing the Customer to view, correct, export and delete records in the Services.

6.2 ABX shall:

6.2.1 promptly notify the Customer, using the contact details referred to in clause 14.2, if it receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data (and ABX may tell the Data Subject that it has passed the request to the Customer); and

6.2.2 ensure that it does not respond to that request except on the documented instructions of the Customer or as required by Data Protection Laws to which ABX is subject, in which case ABX shall, to the extent permitted under law, inform the Customer of that legal requirement before ABX responds to the request.

6.3 ABX shall provide such assistance at the Customer's reasonable cost, save where the underlying issue results from ABX's breach of this DPA.

7 Personal Data Breach

7.1 In the event of any Personal Data Breach affecting Customer Personal Data, ABX shall:

(a) notify the Customer without undue delay after becoming aware of the Personal Data Breach, and in any event within seventy-two (72) hours of becoming aware of it, using the contact details referred to in clause 14.2;

(b) take reasonable steps to contain, investigate and mitigate the effects of the Personal Data Breach;

(c) keep a record of the facts relating to the Personal Data Breach, its effects and the remedial action taken; and

(d) give the Customer reasonable assistance to meet its own obligations under Articles 33 and 34 of the UK GDPR, taking into account the nature of the Processing and the information available to ABX.

7.2 A notification provided by ABX under this clause shall include, to the extent known:

(a) the nature of the Personal Data Breach, including the categories and approximate number of Data Subjects and records concerned;

(b) the likely consequences of the breach;

(c) the measures taken or proposed to address the breach and to mitigate its possible adverse effects;

(d) the name and contact details of the data protection contact point at ABX (ABX's privacy contact, aziz@abacustechnologies.co).

7.3 Where, and insofar as, it is not possible to provide all such information at once in the notification referred to at Clause 7.2, the information shall be provided to the Customer as it becomes available without further undue delay.

8 **Data Protection Impact Assessment and Prior Consultation**

8.1 ABX shall, at the Customer's reasonable written request, provide reasonable assistance to the Customer with any data protection impact assessments, and prior consultations with the Information Commissioner, which the Customer reasonably considers to be required by Article 35 or 36 of the UK GDPR, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, ABX.

8.2 ABX shall provide such assistance at the Customer's reasonable cost, save where the underlying issue results from ABX's breach of this DPA.

9 **Deletion or return of Customer Personal Data**

9.1 **Return.** Before the Cessation Date, an Admin may ask ABX for an export of the Customer's records, which ABX shall provide as a ZIP file in a commonly used format. The export does not include ABX's own Screening records, password hashes or other customers' data.

9.2 **Deletion.** After the Cessation Date, ABX shall delete or render inaccessible the Customer Personal Data in its systems, including backup and archival systems, within three hundred and sixty (360) days, in accordance with clause 10.7 of the Terms, except where Applicable Laws require ABX to keep it.

9.3 **Records that ABX keeps.** ABX keeps Screening records and Payment records for at least five (5) years, as a controller, for its own legal and compliance purposes, as described in clause 10.7 of the Terms and in the Privacy Policy. ABX also keeps, as a controller, the Invoice Data that it uses under clause 10.8 of the Terms for the periods stated in the Privacy Policy, and may keep aggregated or de-identified data, which does not identify any Data Subject, indefinitely.

9.4 **During the term.** When the Customer deletes an invoice in the Services, ABX deletes the uploaded file and the copy held in Abacus Docs, except where a sent or paid Payment is attached to it or ABX must keep it under Applicable Laws.

9.5 Where ABX retains any Customer Personal Data, the terms of this DPA shall continue to apply to it.

10 Audit rights

10.1 ABX shall make available on reasonable written request all information necessary to demonstrate compliance with Article 28 of the UK GDPR and this DPA. The Customer may, on 30 days' prior written notice, not more than once in any twelve (12) month period (except where required by a Supervisory Authority or following a Personal Data Breach), and during normal business hours, conduct or mandate a qualified independent auditor (subject to confidentiality) to audit compliance with this DPA. Each Party shall bear its own costs unless the audit reveals material non-compliance, in which case ABX bears the Customer's reasonable costs. An audit must not unreasonably disrupt ABX's business, give access to other customers' data or compromise the security of the Services. ABX may meet a request for information or an audit, in whole or in part, by providing a recent report or certification from an independent auditor, where it holds one.

11 Data Transfers

11.1 The Customer authorises the transfer of Customer Personal Data to the countries listed in Annex 1 and to the Sub-processors listed in Annex 3, in the locations stated there, and to Busha as described in clause 11.3. ABX shall not make, and shall not permit any Sub-processor to make, a Restricted Transfer unless it complies with Chapter V of the UK GDPR, by relying on:

(a) regulations made under the UK GDPR approving transfers to the country concerned (often called adequacy regulations);

(b) the International Data Transfer Agreement, or the International Data Transfer Addendum to the European Commission's standard contractual clauses, issued by the Information Commissioner, together with any supplementary measures needed; or

(c) another appropriate safeguard permitted by Chapter V of the UK GDPR.

11.2 All Sub-processors process Customer Personal Data in the United Kingdom, the Netherlands or the EU region only, so transfers of Customer Personal Data from the United Kingdom to them rely on UK adequacy regulations for the EEA (clause 11.1(a)). Clause 11.1 applies if ABX ever engages a Sub-processor that processes Customer Personal Data outside those places.

11.3 **Busha.** Neither Nigeria nor Kenya is covered by UK adequacy regulations. ABX shall transfer the Customer Personal Data described in clause 5.6(b) to Busha only in compliance with Chapter V of the UK GDPR, as described in clause 11.1. Busha's own use of that data, including any onward transfer to its affiliates and service providers, is governed by its own terms and privacy notice.

12 Liability

12.1 Clauses 16.1 to 16.3 of the Terms apply to liability arising out of or in connection with this DPA. Subject to those clauses and to clause 12.2, each Party's aggregate liability arising out of or in connection with this DPA, whether in contract, tort (including negligence) or otherwise, shall not exceed one thousand pounds sterling (£1,000). This cap is separate from, and does not count towards, the cap in clause 16.4 of the Terms.

12.2 Nothing in this DPA limits or excludes any liability that cannot be limited or excluded under Data Protection Laws, or the rights of Data Subjects under Article 82 of the UK GDPR.

13 Term, Precedence and Changes

13.1 **Acceptance.** This DPA forms part of the Terms. The Customer accepts it in the way described in clause 2.1 of the Terms, by ticking the box on the sign-up form, or by accepting an amended version under clause 18.1 of the Terms. No signature is needed.

13.2 **Precedence.** If there is any conflict between this DPA and the rest of the Terms, this DPA prevails in relation to the processing of Customer Personal Data, and the rest of the Terms prevail in relation to all other matters (see Schedule 3 of the Terms).

13.3 **Term.** This DPA applies from the Effective Date (or, for a Customer that accepted an earlier version of the Terms, from the date on which this version takes effect under clause 18.1 of the Terms, when it replaces Schedule 3 of version 1 of the Terms) and continues until ABX has deleted all Customer Personal Data under clause 9.

13.4 **Changes.** ABX may amend this DPA in the same way, and on the same notice, as the Terms under clause 18.1 of the Terms. Each version of this DPA is dated and numbered.

14 General Terms

14.1 Clause 12 (Confidentiality) of the Terms applies to information that a Party receives about the other Party and its business in connection with this DPA.

14.2 All notices and communications given under this DPA must be in writing and are given as set out in clause 20.1 of the Terms. ABX shall send notices under this DPA (including notices of a Personal Data Breach or of a new Sub-processor) to the email address of the Customer's Admins associated with the Account, and may also give them through the Services. The Customer may send notices under this DPA to ABX's privacy contact at aziz@abacustechnologies.co.

15 Governing Law and Jurisdiction

15.1 This DPA, and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it, is governed by the laws of England and Wales.

15.2 Any dispute arising in connection with this DPA, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of England and Wales.

Annex 1: Processing Details

1. The purpose of ABX's processing of personal data on behalf of the Customer is:

   To enable ABX to provide the Services to the Customer under the Terms. This comprises reading, storing, displaying and organising the invoices that the Customer uploads or enters, and its Payment records; sending invoices, receipts and related emails to Payers and suppliers on the Customer's behalf; recording the invoices that the Customer approves for payment and, when an Admin confirms a Payment, instructing Busha to send it from the Customer's USDT Balance; opening the Customer's USDT Balance with Busha and passing Top-up and Cash-out instructions to Busha; making ABX digital invoices available (clause 7.9 of the Terms); carrying out payee checks and showing Warnings, including look-alike address warnings; and providing exports that the Customer asks for. Except for its own uses as a controller under clause 2.6, ABX processes personal data solely on the Customer's documented instructions and for these purposes, and does not use Customer Personal Data to train AI models.

2. ABX's processing of personal data on behalf of the Customer shall mainly pertain to (the nature of the processing):

   Automated, cloud-based processing of documents and related content submitted by the Customer through the Services. The processing operations comprise:

   - receipt and upload of invoices and related documents (PDF), or manual entry of invoice details;
   - storage and hosting for as long as necessary to provide the Services, or as instructed by the Customer;
   - automatic reading of invoices by Abacus Docs, using third-party AI models, to extract all the information on each invoice (including any total in a fiat currency, any amount to be paid in a stablecoin, line items, tax details, contact details and bank and other payment details), with the Customer reviewing and correcting the extracted fields shown in the Services;
   - keeping the original extracted values, corrections, sign-offs and an edit history for each invoice;
   - payee checks against the Customer's approved suppliers and wallet addresses, and Warnings, including by querying public blockchain data (see clause 5.6);
   - recording Payment details (amount, asset, network, addresses, transaction hash, status and confirmations) and passing Payments confirmed by an Admin to Busha;
   - collecting the details given on the Account page to open the Customer's USDT Balance, and passing them, with Top-up and Cash-out instructions, to Busha (clause 5.6);
   - transmission to Sub-processors for hosting, AI processing and email delivery;
   - sending invoices (with a Payment Page link and PDF), receipts, ABX digital invoices and "bill me via ABX" requests by email;
   - logging of activity in the Services, including staff access (shown to the Customer as "ABX staff");
   - export of the Customer's records on request; and
   - return or deletion of data in accordance with clause 9.

   The Services support the Customer's review of invoices and Payments and are not designed to make decisions about individuals.

3. The processing includes the following types of personal data about data subjects:

   (a) Details of the Customer's Authorised Users as they appear in Customer Personal Data (for example, who uploaded, corrected, approved or sent an invoice or Payment). ABX processes Authorised Users' account details as a controller (clause 2.6).

   (b) Personal data contained in the invoices and other documents that the Customer uploads, enters or sends, and in the related records. The Customer determines this content, which may include:

      – names and contact details (addresses, telephone numbers, email addresses);

– wallet addresses and the networks they are on;

– bank account details and other payment details shown on invoices;

– invoice details: invoice number, issue and due dates, issuer and bill-to names and addresses, amounts and currencies, line items, tax amounts, payment terms, references and notes;

– tax and company registration numbers;

– Payment details: amount, asset, network, sending and receiving addresses, transaction hash and status;

– details of the Customer's approved suppliers and the wallet addresses approved for them;

– email addresses of Payers and suppliers to whom the Customer sends invoices, receipts or "bill me via ABX" requests;

– the Customer's sender profile (business name, address, email and registration number);

– any other personal data contained in documents that the Customer uploads.

(c) Details given for each Company on the Account page: country, phone number, address and city, and the cash-out destination (a Nigerian bank account number or a Kenyan M-Pesa phone number), together with Busha's customer identifier, the status of the USDT Balance, its deposit address and the identifiers of each transfer.

4. The processing includes the following type of special categories of data about data subjects:

None intended. ABX does not seek to process special categories of personal data as defined in Article 9 UK GDPR on behalf of the Customer.

The Customer acknowledges, however, that an invoice may incidentally reveal such data (for example, an invoice issued by a trade union or a medical provider). The Customer undertakes: (i) not to target, infer, segment on or enrich special categories of personal data as part of its use of the Services; (ii) not to use the Services for processing that requires an Article 9 condition unless expressly agreed in writing with ABX in advance; and (iii) to ensure its lawful basis and any required Article 9 condition are in place where special category data must be processed by ABX.

5. Processing includes the following categories of data subjects:

(a) The Customer's own personnel, including its Authorised Users, as they appear in Customer Personal Data.

(b) Individuals whose personal data appears in documents the Customer uploads, enters or sends, which may include:

– the Customer's customers and Payers (including Payers who open a Payment Page), and their personnel;

– suppliers, vendors and their contacts, including suppliers who receive a "bill me via ABX" request;

– any other individuals named in those documents.

(c) Individuals whose details are given on the Account page, including the Customer's contact person and the holder of the cash-out bank account or M-Pesa phone number.

6. ABX's processing of personal data takes place in the following countries:

- United Kingdom: Google Cloud Platform hosting, storage and AI processing (Annex 3).
- The Netherlands: Google Cloud Platform hosting, storage and AI processing (Annex 3).
- European Union (EU region): Mailgun email delivery (Annex 3).
- Nigeria and Kenya: Busha, a separate controller to which ABX transfers data on the Customer's instructions (clauses 5.6 and 11.3), and which may transfer it onwards to its affiliates and service providers.

Transfers outside the UK/EEA are made under appropriate safeguards in accordance with clause 11.

7. ABX's processing of personal data on behalf of the Customer may be performed when the Terms take effect. Processing has the following duration:

   Processing shall commence on the effective date of the Terms and shall continue for the term of the Terms and shall end upon the Cessation Date. Following the Cessation Date, ABX shall delete Customer Personal Data in accordance with clause 9, subject to any retention required by applicable law.

Annex 2: Technical and Organisational measures

1. Physical Access Controls

ABX shall take reasonable physical access measures to prevent unauthorised persons from gaining access to personal data.

- Customer Personal Data is hosted and stored with Google Cloud Platform in the United Kingdom or the Netherlands (see Annex 3). Invoice PDFs are held in Abacus Docs, ABX's own document-reading service, operated by the same company as ABX, which stores and processes them on Google Cloud Platform in the United Kingdom or the Netherlands (other than manually entered invoices, which ABX holds directly).

2. Access Controls

ABX shall take reasonable measures to prevent personal data from being used without authorisation. These controls shall vary based on the nature of the processing undertaken and may include, among other controls, authentication via passwords and/or two-factor authentication, documented access authorisation processes, documented change management processes, the logging of access on several levels, restricting direct database and application access rights, and implementing an access management policy. In particular:

- two-factor authentication is available to every Authorised User (it is optional, and ABX recommends it, in particular for Admins), and passwords are stored only as one-way hashes;
- access within each Account is role-based (Admin, Manager and Bookkeeper), and only Admins can confirm Payments, Top-ups and Cash-outs;
- each Company's data is kept separate and every record is queried by Company, so that one customer cannot reach another customer's data;
- ABX staff access Customer Personal Data only for the specific reasons in clause 10.3 of the Terms and only to the extent necessary, and each opening of a customer record is logged and shown to the Customer as "ABX staff"; and
- public endpoints (the Demo and the address checker) are rate-limited.

3. Transmission Controls

ABX shall take reasonable measures to ensure that it is possible to check and establish to which entities the transfer of personal data by means of data transmission facilities is envisaged so personal data cannot be read, copied, modified or removed without authorisation during electronic transmission or transport. In particular:

- connections to the Services in production are encrypted (HTTPS, with HSTS); and
- session and CSRF cookies are marked Secure, HttpOnly and SameSite.

4. Input Controls

ABX shall take reasonable measures to provide that it is possible to check and establish whether and by whom personal data has been entered/modified within data processing systems. In particular:

- an activity log records sensitive actions (uploads, edits, Payments, exports, team changes and closures), with who acted and when; and
- each invoice keeps its original extracted values, human corrections, sign-offs and an edit history (field, old value, new value, who and when).

5. Training and Awareness

ABX shall ensure that staff with access to Personal Data are trained on data protection and privacy topics.

6. Keys, funds and AI

- ABX does not hold the Customer's funds or the private keys to the USDT Balance, which Busha holds; ABX records each invoice and, when an Admin confirms a Payment, instructs Busha to send it from the USDT Balance.

- Customer Personal Data is not used to train artificial intelligence models (clause 10.4 of the Terms and clause 2.7).

7. Encryption and incident response

- Customer Personal Data is encrypted at rest.
- ABX operates an incident response process, run by Hayat Gordeev Holdings Europe Ltd, to contain, investigate, record and notify Personal Data Breaches (clause 7).

Annex 3. List of Sub-processors

Sub-processor	Purpose	Personal data	Location and transfer safeguard
Google Cloud Platform (Google)	Hosting and storage of the Services and all Customer Data (including for Abacus Docs); artificial intelligence processing for automatic reading of invoices using Google's Gemini models	All Customer Personal Data	United Kingdom or the Netherlands. The Gemini AI processing takes place in the same locations. Transfers to the Netherlands rely on UK adequacy regulations (clause 11.1(a)).
Mailgun (Mailgun Technologies, Inc.)	Email delivery of invoices, receipts, notifications, verification emails and invitations	Names and email addresses of recipients, and the content of the emails (including invoices and receipts)	European Union (EU region). Transfers rely on UK adequacy regulations (clause 11.1(a)).

Abacus Docs, ABX's own document-reading service, is operated by the same company as ABX and is not a Sub-processor. It relies on the Sub-processors listed above.

The independent third parties described in clause 5.6 (public blockchain nodes and data services, and Busha) are not Sub-processors.