DATA PROCESSING AGREEMENT OF H3 COMPANY B.V.

Model, version 1.0 of 10 November 2026

Parties

1. Controller (hereinafter: "Client"): the organisation named as client in the engagement confirmation, or in the signature block of this DPA.

2. Processor (hereinafter: "H3"): H3 Company B.V., Chamber of Commerce (KvK) 97964468, Jacob Bontiusplaats 9, 1018 LL Amsterdam.

Recitals

A. The Client and H3 have entered into an agreement (H3's proposal with the engagement confirmation, hereinafter: the "Agreement"). H3's general terms and conditions, version 1.0, apply to the Agreement.

B. In performing the Agreement, H3 processes personal data on behalf of the Client. The Client is the controller for this processing and H3 the processor within the meaning of the GDPR.

C. In this data processing agreement (hereinafter: "DPA"), the parties set out how H3 processes that personal data, as required by Article 28(3) GDPR.

D. This DPA applies between the parties as soon as the Client has accepted it In Writing: by signing an engagement confirmation that declares it applicable, by signing this DPA itself, or by an approval by email from someone authorised to represent the Client (Article 28(9) GDPR).

E. If this DPA conflicts with the Agreement or the general terms and conditions with regard to personal data, this DPA prevails, except for liability between the parties (Article 12).

1 Definitions

Terms such as personal data, processing, data subject, controller, processor, sub-processor and personal data breach (datalek) have the meaning given to them in the GDPR (Regulation (EU) 2016/679). In Writing means: on paper or by email.

2 Subject matter, duration, nature and purpose

Article 28(3), first sentence, GDPR

2.1 The subject matter, nature and purpose of the processing, the type of personal data, the categories of data subjects and the retention period are set out per assignment in Annex 1.

2.2 This DPA applies for as long as H3 processes personal data on behalf of the Client, even if the Agreement has already ended.

2.3 H3 starts the processing only after the Client has accepted this DPA, with the description in Annex 1, In Writing.

3 Instructions

Article 28(3)(a) GDPR

3.1 H3 processes the personal data only on the Client's instructions In Writing. The Agreement and Annex 1 count as those instructions. The Client gives any later instruction by email.

3.2 H3 does not process the personal data for its own purposes. H3 does not use them to train or improve AI models, including those of a sub-processor.

3.3 If H3 is required under Union law or Dutch law to process personal data without an instruction, H3 notifies the Client of this in advance, unless that law prohibits it.

3.4 If H3 considers that an instruction infringes the GDPR or other privacy law, H3 informs the Client immediately (Article 28(3), last paragraph, GDPR). H3 then need not carry out that instruction until the parties agree.

4 Confidentiality

Article 28(3)(b) GDPR

4.1 H3 ensures that everyone who processes the personal data on behalf of H3, including self-employed professionals (zzp'ers), is bound to confidentiality In Writing.

4.2 Only those who need the personal data for the assignment are given access. Who they are is set out in Annex 1.

4.3 Confidentiality continues to apply after the end of this DPA.

5 Security

Article 28(3)(c) and Article 32 GDPR

5.1 H3 takes appropriate technical and organisational measures to secure the personal data, tailored to the risk. Those measures are set out in Annex 3.

5.2 On request, H3 informs the Client of the measures taken.

6 Sub-processors

Article 28(2), (3)(d) and (4) GDPR

6.1 The Client authorises H3 to engage the sub-processors in Annex 2 for the processing in Annex 1, and the sub-processors that they in turn engage and publish.

6.2 If H3 wishes to add or replace a sub-processor, H3 gives notice of this In Writing at least 14 days in advance, stating the name, task, country of processing and the safeguard for transfers outside the EEA. The Client may object, stating reasons, within those 14 days. As long as consultation on the objection is ongoing, H3 does not engage that sub-processor for the Client. If the parties do not reach agreement within 30 days after the objection, H3 does not engage that sub-processor for the Client. If H3 cannot provide the service without that sub-processor, the Client may terminate the relevant part of the Agreement without owing damages; the work done up to then is paid for.

6.3 H3 imposes on each sub-processor obligations that are essentially the same as those in this DPA, in particular regarding security. H3 remains liable towards the Client for performance by a sub-processor, subject to Article 12.

7 Rights of data subjects

Article 28(3)(e) GDPR

7.1 If H3 receives a request from a data subject (for example for access or erasure), H3 forwards it to the Client within 2 working days and does not itself respond to it on the substance, unless the Client asks it to.

7.2 H3 assists the Client in complying with such a request, within 5 working days after an instruction In Writing.

8 Assistance with security, personal data breaches and DPIA

Article 28(3)(f) GDPR, Articles 32 to 36 GDPR

8.1 H3 assists the Client, to the extent reasonable and with the information available to H3, with security, with notifying personal data breaches, with a data protection impact assessment (DPIA) and with a prior consultation of the Dutch Data Protection Authority (Autoriteit Persoonsgegevens). H3 may charge for assistance that takes more than a few hours and does not result from a failure by H3, after prior notice, at the agreed rate or, if there is none, a reasonable rate.

8.2 H3 notifies the Client of a personal data breach involving the personal data under this DPA without undue delay, and no later than 24 hours after H3 becomes aware of it. This enables the Client to notify the Dutch Data Protection Authority within 72 hours (Article 33 GDPR). The notification goes to the contact person in Annex 1 and contains, to the extent known:

(a) what happened and when;

(b) which types of personal data and how many data subjects are affected;

(c) the likely consequences;

(d) what H3 has done or proposes to do to stop the breach and limit the consequences.

H3 supplements what is not yet known as soon as it becomes known.

8.3 H3 does not itself notify a personal data breach to the Dutch Data Protection Authority or to data subjects, unless the Client requests this In Writing or the law requires it of H3.

8.4 H3 keeps a record of the processing activities that H3 carries out as processor (Article 30(2) GDPR) and an overview of personal data breaches.

9 End: deletion or return

Article 28(3)(g) GDPR

9.1 H3 deletes the personal data at the time and in the manner stated in Annex 1. If Annex 1 states nothing, H3 deletes or returns them, at the Client's choice, within 30 days after the end of the Agreement or after a request In Writing.

9.2 H3 ensures that sub-processors also delete the personal data, to the extent that H3 can do so, or have it done, in that service. Copies in a sub-processor's back-ups

disappear in accordance with the back-up retention period of that service; until then they are not used.

9.3 H3 confirms the deletion In Writing, stating the date and what has been deleted.

9.4 If H3 is required by law to retain personal data for longer, H3 notifies the Client of this, stating the legal basis, and H3 uses the data for nothing else.

10 Information and audit

Article 28(3)(h) GDPR

10.1 H3 provides the Client with all information necessary to demonstrate that H3 complies with this DPA.

10.2 The Client may audit H3's compliance with this DPA, itself or through an independent auditor bound by confidentiality, no more than once every 12 months, or earlier after a personal data breach. The Client announces an audit In Writing at least 30 days in advance. The audit takes place on working days and disrupts H3's work as little as possible. This is without prejudice to the powers of the Dutch Data Protection Authority.

10.3 The Client bears the costs of the audit, unless the audit shows that H3 does not comply with this DPA on a material point.

10.4 As a first step, H3 may meet an audit request by providing recent audit reports or certificates (such as ISO 27001 or SOC 2 Type II) of the sub-processors concerned, a completed security questionnaire, or both, if this reasonably gives the Client sufficient insight. If it does not, the Client retains the right to an audit of H3 itself under Articles 10.2 and 10.3. H3 itself holds no certification.

11 Transfers outside the EEA

Articles 44 to 49 GDPR

11.1 H3 transfers personal data to a country outside the European Economic Area only if Annex 2 states this and there is a valid basis: an adequacy decision of the European Commission (including the EU-US Data Privacy Framework, only for a provider certified under it) or the standard contractual clauses of the European Commission (Implementing Decision (EU) 2021/914).

11.2 Annex 2 states the country and the basis for each sub-processor. H3 makes a copy of the relevant provisions available on request.

12 Liability

12.1 Article 14 (Liability) of H3's general terms and conditions applies to the liability of the parties under this DPA, unless the parties expressly agree otherwise in the engagement confirmation or this DPA.

13 Term and end

13.1 This DPA runs for as long as the Agreement runs and thereafter for as long as H3 still holds personal data of the Client.

13.2 Articles that by their nature must continue to apply after the end (confidentiality, deletion, liability) continue to apply.

14 Governing law, language and competent court

14.1 Dutch law applies to this DPA.

14.2 Disputes are submitted to the court designated in H3's general terms and conditions.

14.3 This DPA has been drawn up in Dutch. There is an English translation. In the event of a difference between the two, the Dutch text prevails.

Signature

Only required if the DPA has not been accepted through the engagement confirmation (Recital D).

Client
Name: ____ Position: ___
Date: __ Signature: _____

H3 Company B.V.
Name: ____ Position: Founding Partner
Date: ___ *Signature:* _____

A1 Description of the processing

Annex 1 is included per assignment in the proposal or the engagement confirmation and states at least: the assignment, subject matter and nature, purpose, the categories of data subjects and their number, the types of personal data, who has access at H3, the retention period, the sub-processors if they differ from Annex 2, and the contact persons of both parties for personal data breaches and instructions.

Recordings of conversations and working sessions do not fall under this DPA but under H3's privacy statement (sections 3-4), with H3 as the controller.

For the Coherence Compass assessment, unless the proposal states otherwise, the following applies:

Item	Details
Subject matter and nature	H3 sends out the Coherence Compass questionnaire to the employees designated by the Client, via a personal link, receives the answers, converts them into a picture of the group and presents it. Operations: collecting, storing, calculating, analysing, summarising, presenting, deleting.
Data subjects	The employees designated by the Client, in the role of manager or team member. The number is stated in the proposal.
Purpose	Showing the Client where the group stands and where perceptions diverge. On the Client's instruction also: comparison with a later re-measurement. Not: assessing individual employees, and no use for personnel decisions, not even by the Client. H3 does not use the data for its own product development or benchmarks.
Types of personal data	(a) name and business email address, to send the link; (b) role (manager or team member); (c) the answers to the statements, the chosen A/B direction and the answer to the open question on where someone runs into the most difficulty in their work, with how often that happens; (d) technical data such as the time of completion.
Special categories of personal data	Not requested and not intended. The questionnaire does not ask for health or other special category data.
Identifiability	No names with scores or quotes. Open answers are paraphrased if someone could be recognised from them. H3 does not tell the Client who did or did not take part.
AI	H3 uses Claude by Anthropic (business Team account) to analyse and summarise the group's answers, only with an export without names.

Item	Details
Retention period	H3 retains the data, with the link between name and code, for a re-measurement until 24 months after the feedback session, or for a shorter period if the Client requests this. Names and answers are held in two separate systems. After that, H3 deletes everything within 30 days and confirms this In Writing.
H3 contact person	Tijmen Onland, tijmen@h3.company, +31652335452 (data breach coordinator; back-up Elfried Klarenbeek).
Access at H3	Only the persons named in the proposal for this assignment.
Client contact person	The person named in the proposal or the engagement confirmation, for personal data breaches and instructions.

A2 Sub-processors

Annex 2 is part A of H3's list of service providers and sub-processors at h3.company/legal, in the version that applied on the date on which the Client accepted this DPA. For each assignment, H3 uses only the services that are needed for the processing in Annex 1. As at version 1.0:

Service (contracting party)	Purpose	Data	Location	Safeguard
Anthropic, Claude Team account (Anthropic Ireland, Limited)	Analysing, summarising and writing	Client materials, reports, questionnaire answers under a code	United States	Anthropic DPA with standard contractual clauses; no training on client data
Google Workspace (Google Cloud EMEA Limited, Ireland)	Email, calendar, video calls (Google Meet) and shared documents	Contact details, emails and attachments, documents	Worldwide, including the EEA and the United States	Google Cloud Data Processing Addendum, EU-US Data Privacy Framework and standard contractual clauses
Unipile (Unipile SAS, France)	Connecting the mailbox to the AI assistant	Email and attachments	France; optional proxies outside the EEA (United States, Singapore, Israel)	Unipile DPA; standard contractual clauses for proxies outside the EEA

Service (contracting party)	Purpose	Data	Location	Safeguard
Composio (Composio, Inc.)	Connecting the mailbox, calendar and documents to the AI assistant	Email and attachments, calendar, documents	United States	Composio DPA and standard contractual clauses
GitHub (GitHub, Inc.)	Storage of working documents, reports and transcripts	Content of those documents	United States	GitHub DPA, EU-US Data Privacy Framework and standard contractual clauses
Vercel (Vercel Inc.)	Hosting H3's apps (such as Coherence Compass and the client portal) and documents for the client	The data processed by the app concerned	Frankfurt, Germany; administration and support from the United States	Vercel DPA, EU-US Data Privacy Framework and standard contractual clauses
Supabase (Supabase Pte. Ltd., Singapore)	Storage of questionnaire answers	Answers and job role under a code; open answers may contain personal data	Stockholm, Sweden; administration and support from Singapore and the United States	Supabase DPA with standard contractual clauses
Upstash (Upstash, Inc.)	App database (participants, invitations, sessions)	Name, business email address	London, United Kingdom; administration and support from the United States	Adequacy decision for the United Kingdom; Upstash DPA, EU-US Data Privacy Framework and standard contractual clauses
Resend (Plus Five Five, Inc.)	Sending invitations and notifications from apps	Name, email address	United States; sending via Ireland	Resend DPA, EU-US Data Privacy Framework and standard contractual clauses

H3 processes personal data on behalf of the Client only with the services in this Annex. For the Coherence Compass assessment, an export of the answers is stored only on an encrypted device of a person listed in Annex 1 and is deleted after the report.

A3 Security measures

1. **Access:** only the persons in Annex 1 have access to the personal data. Access to the app and the storage is via personal accounts with two-factor authentication.
2. **Encryption:** data are transmitted encrypted (https/TLS) and, where the service offers this, stored encrypted.
3. **Minimal data:** the questionnaire asks for no more than Annex 1 states; answers are not sent by ordinary email or messaging app.
4. **Devices:** work is done on devices with disk encryption, screen lock and up-to-date software.
5. **Confidentiality:** everyone with access is bound by a confidentiality undertaking In Writing (Article 4).
6. **Deletion:** deletion in accordance with Annex 1, with a confirmation In Writing to the Client.
7. **Personal data breaches:** a fixed procedure and contact person for notification within 24 hours (Article 8).
8. **Recovery:** in the event of an outage, the data can be restored from the sub-processor's back-ups while the retention period runs.
