

# DATA PROCESSING AGREEMENT

CovertSwarm Limited

February 5<sup>th</sup>, 2026

## PART 1

This Data Processing Agreement (“**DPA**”) is between CovertSwarm Limited (“**CovertSwarm**”) and the customer who uses CovertSwarm Services and who executes the signature page below (“**Customer**”). This DPA is hereby incorporated into and deemed part of the Terms and Conditions executed by and between the Parties, which also includes any Terms and Conditions and any Sales Order executed by and between the Parties (“**Agreement**”). Customer and CovertSwarm are each a “**Party**” and are collectively the “**Parties**.” This DPA applies to CovertSwarm to the extent that CovertSwarm Processes Personal Data on behalf of Customer in order to provide the services under the Agreement (the “**Security Services**”). This DPA does not apply to Business Contact Data exchanged between the Parties except as set forth in Section 5 below. Capitalized terms not specifically defined herein shall have the meaning set out in the Agreement. In the event of a conflict between the terms of the Agreement as they relate to the processing of Personal Data and this DPA, the DPA shall prevail.

### 1. Definitions

**Affiliate:** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, shall mean any entity under common control, effective control, or owns or controls greater than 50% of the shares of an entity.

**Business Contact Data:** as defined in Section 5.

**Business Day:** means a day other than a Saturday, Sunday or bank or public holiday in the United States or in England.

**Confidential Information:** means all information, in any form, disclosed by or on behalf of the Customer to CovertSwarm in connection with the Security Services that is marked as confidential or would reasonably be considered confidential given the nature of the information and the circumstances of disclosure.

**Controller:** means a natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data. For purposes of this DPA, Customer is the Controller.

**Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time, including (where applicable) the UK General Data Protection Regulation (“**UK GDPR**”), the Data Protection Act 2018 and EU and United States laws and regulations, including applicable U.S. state laws and regulations, which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

**Data Subject:** has the meaning assigned to the term “data subject” or “consumer” under applicable Data Protection Legislation and shall include identified or identifiable natural persons to whom the Personal Data relates.

**Documented Instructions:** as defined in Section 6.1.

**Personal Data:** means data relating to a Data Subject provided by (or on behalf of) Customer to CovertSwarm in connection with the Security Services. This includes IP addresses to the extent that they

can be used, alone or in combination with, other information (such as usernames, login records, or access logs), to identify an individual, in accordance with Recital 30 of the UK GDPR.

**Processor:** means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller. For purposes of this DPA, CovertSwarm is the Processor.

**Process** (and its derivatives): means any operation or set of operations that are performed on Personal Data or sets of Personal Data, whether or not by automated means, including, collection, recording, organization, structuring, storage, analysis, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

**Security Incident:** means any situation in which CovertSwarm confirms that Personal Data under CovertSwarm's direct control has been accessed, acquired, disclosed, altered, lost, destroyed, or used by unauthorized persons in an unauthorized manner having a material impact on Customer or Data Subjects' rights.

**Sub-Processors:** means a Processor engaged by CovertSwarm for carrying out Processing activities in respect of the Agreement.

2. **Appointment.** CovertSwarm shall act as a Processor of the Personal Data specified in Exhibit 1. The Customer acknowledges and agrees that, while providing the Security Services, CovertSwarm may Process Personal Data solely as necessary to deliver the Security Services including performing the agreed Attack Plans and carrying out the Documented Instructions (each of the foregoing, a "**Permitted Service Purpose**," and collectively the "**Permitted Service Purposes**"). CovertSwarm may also Process Personal Data to the extent required to: (i) maintain the security and integrity of its systems; (ii) comply with Applicable Law; or (iii) protect the rights, property or safety of CovertSwarm, the Customer or third parties.
3. **Scope.** The subject matter of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subjects shall be as set forth in Exhibit 1.
4. **Customer Obligations.**
  - 4.1. Customer represents, warrants, and covenants that:
    - 4.1.1. It acknowledges that CovertSwarm will conduct the Security Services in accordance with the written scope (Attack Plan) approved by the Customer. The Customer confirms it has full authority to provide such authorisation and has all rights and authorizations sufficient to enable CovertSwarm to perform the Security Services and Process Personal Data hereunder and under the Agreement.
    - 4.1.2. Customer will comply with its obligations, including, as applicable, its obligations as a Controller, which arise under Data Protection Legislation in relation to the Agreement and the receipt of the Security Services.
    - 4.1.3. Customer will not provide any Personal Data to CovertSwarm except for Business Contact Data and as specified on the Exhibit 1.
    - 4.1.4. Customer will in all cases limit its provision of Personal Data to CovertSwarm to the amount and kinds of data adequate, relevant, and necessary for performing the Permitted Service Purposes. Without limiting any payment obligations under the Agreement, Customer shall immediately notify CovertSwarm and cease use of the Services in the event and to the extent any required authorization or legal basis for Processing is revoked or terminated.

- 4.1.5. Customer will not do or omit to do anything which causes CovertSwarm to breach any of its obligations under Applicable Law, including Data Protection Legislation, or the Agreement.
- 4.1.6. Customer will reimburse CovertSwarm for any reasonable costs reasonably incurred by CovertSwarm in performing its obligations under this DPA, except to the extent that such costs were incurred as a result of any breach by CovertSwarm of any of its obligations under this DPA or Data Protection Legislation.
- 4.1.7. Customer has obtained the Personal Data in accordance with the Data Protection Legislation and has provided (or will provide) all necessary notices to Data Subjects whose Personal Data comprises part of the Personal Data as required by Data Protection Legislation.
- 4.1.8 Customer has (or will at the required time have) one or more valid grounds/legal bases for CovertSwarm's (and any Sub-Processor's and their sub-processor's) Processing of the Personal Data in accordance with the Documented Instructions (including for the use of deception-based techniques such as phishing, vishing or social-engineering), so that CovertSwarm's (and any Sub-Processors and their sub-processors) Processing of the Personal Data in accordance with this Agreement complies with the Data Protection Legislation.
- 4.1.8. Customer is solely responsible for determining the lawfulness of the Documented Instructions it provides to CovertSwarm and shall only provide CovertSwarm with instructions that are lawful, including under Data Protection Legislation. Authorization and permissions in this DPA extended to CovertSwarm shall also include CovertSwarm's Affiliates.
- 4.1.9. Customer will be solely responsible for compliance with Applicable Data Protection Legislation, as applicable to Customer, including any Personal Data that requires special handling or special categories of Personal Data such as, without limitation, that which relates to an individual's race or ethnicity, political opinions, religious or philosophical beliefs, trade-union membership, health, sex life, or personal finances.
- 4.2. The Customer acknowledges that, in performing the Security Services in accordance with the agreed scope, CovertSwarm may access, encounter or generate Personal Data as a by-product of the Security Services. Such access shall be deemed expressly authorised by the Customer and constitutes part of Customer's Documented Instructions.
- 4.3. The Customer authorises CovertSwarm to use publicly available information and Personal Data (including contact information and professional details sourced via OSINT) as necessary to perform the social-engineering scenarios described in the agreed scope.
- 4.4. Where physical-security testing is included in the scope of the Security Services, the Customer authorises CovertSwarm personnel to attend the Customer's premises. The Customer will ensure that CovertSwarm's authorisation is communicated internally.
5. **Business Contact Data.** For clarity, Customer acknowledges and agrees that CovertSwarm does not act as a Processor with respect to business contact information of Customer's employees and representatives with whom CovertSwarm interacts for purposes of managing or communicating about CovertSwarm services generally (the "**Business Contact Data**"). With respect to Business Contact Data, the Parties each act as independent Controllers each responsible for their own compliance with their respective obligations under Applicable Law. No joint controller relationship is established between the Parties.
6. **CovertSwarm's obligations in relation to Processing Personal Data**
  - 6.1 Customer hereby authorizes CovertSwarm to Process Personal Data for the Permitted Service Purposes and for the purposes set forth in the Agreement ("**Documented Instructions**"). CovertSwarm shall only Process Personal Data according to the Documented Instructions and for the Permitted Service Purposes, including with regard to transfers of Personal Data to a third country or

an international organization, unless additional transfers are required by law. In such a case, CovertSwarm shall inform Customer of the legal requirement before Processing, unless that law prohibits such information on important grounds of public interest. In addition, CovertSwarm may rely upon, but will not be required to comply with and will incur no liability for following, any additional instructions provided by Customer outside the scope of the Documented Instructions.

- 6.2 CovertSwarm shall immediately notify Customer if CovertSwarm (or any of its Sub-processors) believes any of Customer's instructions relating to Processing Personal Data breaches any Data Protection Legislation and CovertSwarm shall be entitled without penalty to suspend execution of the instructions concerned. Any notification by CovertSwarm under this Section should not be regarded as legal advice.
- 6.3 CovertSwarm acknowledges that under applicable Data Protection Legislation, "**processing**" includes any operation such as accessing, viewing or testing Personal Data, whether or not such data is stored or retained by CovertSwarm. Accordingly, all access to or interaction with systems containing Personal Data, including during testing or red teaming exercises, shall be treated as "**processing**" for the purposes of this Agreement.
- 6.4 CovertSwarm will not intentionally exfiltrate, copy or retain Personal Data except where expressly authorised in writing for the purpose of the Security Services. If high-risk Personal Data is inadvertently accessed, CovertSwarm will promptly notify the Customer.
- 6.5 Upon expiration or termination of the Agreement, CovertSwarm shall, once the Customer Personal Data is no longer required for the delivery of the Security Services, securely destroy such Customer Personal Data. CovertSwarm shall use appropriate secure-erase capabilities or physically destroy media, as applicable. All Customer Personal Data shall, at all times, remain encrypted at rest and in transit in accordance with appropriate security measures.
- 6.6 Where the Customer terminates or does not renew the Agreement, CovertSwarm shall remove Customer Personal Data from its corporate systems in accordance with the data-retention terms agreed in the Agreement. Unless otherwise expressly agreed in writing (including in respect of any archived data that must be retained for a longer period), Customer Personal Data shall typically be removed within thirty (30) days following the effective date of termination or expiry.
- 6.7 Notwithstanding the foregoing, CovertSwarm may retain such copies of the Customer Personal Data as it is required to retain under Applicable law, provided that any retained copies shall continue to be subject to the confidentiality and security obligations set out in the Agreement.
- 6.8 Customer acknowledges and agrees that CovertSwarm is not a system of record for Personal Data and does not retain Personal Data other than the minimal data required to deliver the Security Services. CovertSwarm will store and maintain Customer operational data (such as attack outputs, logs and findings) for the duration of the engagement in accordance with the Agreement, but will not be responsible for long-term retention of Personal Data. CovertSwarm may delete or return any Personal Data that it receives in error or that is no longer required for the Permitted Service Purposes, without penalty or liability.
- 6.9 As required by applicable Data Protection Legislation and as permitted by Applicable Law, CovertSwarm shall: (i) notify Customer if CovertSwarm determines that it can no longer meet its obligations under Data Protection Legislation or this DPA, and (ii) notify Customer promptly prior to any Processing by CovertSwarm outside of the Documented Instructions.
- 6.10As required under applicable Data Protection Legislation, CovertSwarm shall be responsible for ensuring that its personnel involved in the Processing of Personal Data have signed a confidentiality agreement, are otherwise bound by a duty or ethical rule of confidentiality, or are under an appropriate statutory

obligation requiring the same. Customer will ensure that its employees, contractors, and other personnel accessing the Security Services and/or any CovertSwarm platform or CovertSwarm Confidential Information have committed themselves to confidentiality or are under a statutory obligation of confidentiality.

- 6.11 To the extent required to ensure compliance with Data Protection Legislation, with respect to its Processing of Personal Data CovertSwarm certifies that it shall not retain, use, or disclose the Personal Data outside of the direct business relationship between CovertSwarm and Customer except at Customer's direction.
- 6.12 As required by applicable Data Protection Law, CovertSwarm shall not combine Customer Personal Data with Personal Data that it receives from another source or collects from its own interactions with Data Subjects, unless permitted by Applicable Law.
- 6.13 As required by applicable Data Protection Legislation, with respect to its Processing of Personal Data, CovertSwarm shall not "sell" or "share" the Personal Data, as the terms "sell" and "share" are defined under Data Protection Legislation.
- 6.14 CovertSwarm certifies that it understands its obligations set forth in this DPA and will comply with the same.
- 6.15 As required by applicable Data Protection Legislation, Customer shall have the right to take reasonable and appropriate steps to stop and remediate Processing of Customer Personal Data by CovertSwarm that violates this DPA. Customer may exercise this right solely by providing commercially reasonable direction to CovertSwarm describing the proposed stoppage or remediation. CovertSwarm will have no liability for following any such direction of Customer.
- 6.16 Notwithstanding any other term herein or in the Agreement, CovertSwarm is permitted to Process Personal Data for the Permitted Service Purposes.
- 6.17 CovertSwarm shall ensure that it clearly documents and, where requested by Customer, communicates the categories of Personal Data it is reasonably likely to access or interact with in the course of performing Security Services, including during simulation, testing, or analysis phases.

## **7 Security**

CovertSwarm shall maintain technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Personal Data), confidentiality and integrity of Customer Personal Data.

## **8 Information, cooperation and assistance**

- 8.1 CovertSwarm shall reasonably assist Customer, upon Customer's reasonable written request, in fulfilling Customer's obligations to respond to any request by any Data Subject to exercise any right under the Data Protection Legislation, in each case only to the extent that the Data Subject's request relates to the Processing of Personal Data by CovertSwarm pursuant to the Agreement.
- 8.2 CovertSwarm will, at Customer's reasonable request, assist Customer, to the extent commercially reasonable, in complying with the Customer's obligations under Data Protection Legislation or any equivalent or implementing legislation, in relation to security of processing, notification of personal data breaches, communication of Personal Data breaches to data subjects or government entities, data protection impact assessments and consultation with the supervisory authority or any other government entity where necessary in relation to data protection impact assessments, in each case only to the extent

that the Customer's request relates to the Processing of Personal Data by CovertSwarm pursuant to the Agreement.

## **9 Records, audit and inspection**

CovertSwarm will, not more than once annually and subject to reasonable notice, provide the Customer with appropriate evidence demonstrating its compliance with this DPA and with applicable Data Protection Legislation. Such evidence may include summaries of relevant security certifications, attestations or audit reports that CovertSwarm considers suitable in the circumstances. CovertSwarm may, at its discretion, provide further information or security-related documentation upon request. All information provided by CovertSwarm for these purposes shall be treated as CovertSwarm's Confidential Information and shall not be disclosed to any third party without CovertSwarm's prior written consent.

## **10 Sub-processing**

10.1 Customer acknowledges and agrees that CovertSwarm may use the following third parties to Process any Personal Data on behalf of the Customer pursuant to the Agreement:

- Amazon Web Services, Inc.
- DigitalOcean, LLC.
- Microsoft Corporation
- Slack Technologies LLC.
- Google LLC.

CovertSwarm will give Customer not less than thirty days' prior notice of the proposed appointment of any replacement or additional Sub-processor. CovertSwarm may provide such notice via any reasonable means, including via a public listing of its Sub-processors maintained on its website and which may be updated from time to time. Customer must notify CovertSwarm of any objection to such appointment via written notice within five days after receiving notice of the proposed appointment. CovertSwarm shall consider such objection and indicate whether it will accommodate the same. In the event that CovertSwarm does not accommodate such objection, Customer shall be entitled, as its sole and exclusive remedy, to limit its further provision of Personal Data to CovertSwarm. The foregoing will not limit Customer's payment or other obligations under the Agreement.

10.2 If CovertSwarm engages Sub-processors to Process Customer Personal Data, it shall be responsible to impose contractual obligations on Sub-processors, and/or take other measures, in each case designed to support CovertSwarm's Personal Data protection obligations hereunder and designed to ensure that Sub-processors provide a substantially similar level of protection as CovertSwarm provides.

## **11 Artificial Intelligence (AI) and Data Usage**

11.1 CovertSwarm confirms that it does not use any Customer Data, including Personal Data or Confidential Information, whether in raw, pseudonymised or anonymised form, to train, fine-tune, serve as input or otherwise improve any artificial intelligence ('AI') models or systems, whether proprietary or provided by third parties.

11.2 Where AI technologies are used to support service delivery, they operate in a manner that does not involve the processing of Customer Personal Data or Confidential Information beyond the scope of the services described in this Agreement.

- 11.3 CovertSwarm maintains an internal AI governance framework and adheres to its AI Statement, which outlines its approach to responsible AI use, including safeguards to prevent unauthorised data use.

## 12 General

- 12.1 **Liability.** COVERTSWARM WILL NOT BE LIABLE IN CONNECTION WITH THIS DPA OR UNDER ANY LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF COVERTSWARM KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER TERM OR AGREEMENT BETWEEN THE PARTIES, COVERTSWARM'S TOTAL AGGREGATE LIABILITY UNDER THIS DPA OR ITS SUBJECT MATTER WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO COVERTSWARM DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE FIRST EVENT GIVING RISE TO SUCH LIABILITY. COVERTSWARM MAKES NO WARRANTY WITH RESPECT TO, AND DISCLAIMS ALL LIABILITY PERTAINING TO, THE DOCUMENTED INSTRUCTIONS AND COVERTSWARM'S ACTS AND OMISSIONS IN ACCORDANCE THEREWITH.
- 12.2 The Customer shall ensure (and is exclusively responsible for) the accuracy, quality, integrity and legality of the Customer Data and that its use (including use in connection with the Service) complies with all Applicable Laws and Intellectual Property Rights.
- 12.3 Nothing in this DPA limits or excludes either party's liability for: (i) fraud or fraudulent misrepresentation; or (ii) gross negligence or wilful misconduct; (iii) breach of confidentiality; or (iv) any other liability which cannot legally be limited.
- 12.4 **Non-Assignment.** Nothing in this DPA shall confer or assign any benefits or rights, and the Parties shall not confer or assign any benefits or rights, on any person or entity other than the Parties to this DPA, except as provided in this DPA or pursuant to applicable Data Protection Legislation.
- 12.5 **Jurisdiction.** The Parties hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity.
- 12.6 **Changes in Law.** If any variation to this DPA is required as a result of a change in Data Protection Legislation, then either CovertSwarm or Customer may provide written notice to the other Party of that change in law. No additional terms shall be effective or binding on CovertSwarm unless agreed by CovertSwarm in a signed writing.
- 12.7 **Notice.** Any notices from CovertSwarm under this DPA may be provided by CovertSwarm via any means CovertSwarm deems reasonable and appropriate, including via email to a Customer contact. Notices to CovertSwarm under this DPA shall be directed in writing to [dpo@covertswarm.com](mailto:dpo@covertswarm.com).
- 12.8 **Severability.** Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be construed in a manner as if the invalid or unenforceable part had never been contained therein.
- 12.9 **Construal.** In interpreting the provisions of this DPA, no adverse inference shall be drawn against a Party by reason of that Party being a drafting Party of this DPA. The word "including" in the DPA shall be construed to mean "including without limitation."

## EXHIBIT 1: PROCESSING ACTIVITIES

### 1. Subject-matter, nature and purpose of the processing:

CovertSwarm will process Personal Data for and behalf of Customer and its Affiliates and in accordance with Customer's Documented Instructions for purposes of providing the Security Services in accordance with the Agreement.

Such purposes may include:

- The provision of "red team"/"white hat," full-spectrum hacking, adversary simulation, social engineering and other penetration testing across digital, physical, and social surfaces.
- Provision of reports and analyses based on the Security Services.
- Service Delivery: Personal data obtained through point of compromise or collecting during services engagement.
- Business Purposes: to provide business products and services to Customer.

### 2. Duration of processing:

Processing of the Personal Data by CovertSwarm shall be for the term of the Agreement, provided that Customer's Personal Data shall not be processed for longer than is necessary for the purpose for which it was collected or is being processed (except where a statutory exception applies).

Any Personal Data collected or accessed by CovertSwarm solely for the purpose of performing an agreed Attack Plan will be retained only for as long as necessary to carry out that Attack Plan. Such Personal Data will be deleted as soon as reasonably practicable following completion of the relevant Attack Plan, unless a longer retention period is required by Applicable Law or expressly agreed in writing with the Customer.

### 3. Personal data in scope:

CovertSwarm may process the following types/categories of Personal Data:

- **Of our Customers:** name, job title and responsibilities, username, password, email, telephone number (including mobile, of any type), data regarding use of our Services, and other Personal Data as specified in our Privacy Notice available here: <https://www.covertswarm.com/privacy-policy>.
- **Of our Customers' employees and clients:** any Personal Data located on our Customers' servers, information systems, information technologies, or other products or services CovertSwarm is engaged to access as part of the Services, including public data sources.
- **Third party persons in connection with delivery of the service:** where the execution of an agreed Attack Plan requires CovertSwarm to reference, collect or otherwise Process publicly available Personal Data relating to third parties (including, without limitation, names, job titles, organisational roles or publicly visible professional connections), CovertSwarm may Process such Personal Data strictly in accordance with and to the extent authorised by the Customer's Documented Instructions.

Such Processing shall be limited to what is necessary for the performance, validation and evidencing of the relevant Attack Plan and shall not be retained beyond the period required for those purposes, unless a longer retention period is required by Applicable Law or expressly agreed in writing with the Customer.



- The above includes IP addresses associated with user activity or system access, particularly where such information can be linked to an individual (e.g. via usernames, login credentials, or identifiable access logs), as well as any Personal Data accessed or observed during testing or red team exercises, even if not retained.

#### **4. Persons affected (data subjects):**

The group of data subjects affected by the processing of their Personal Data consists of:

- Customer's employees and staff whom CovertSwarm communicate with for the purposes of service delivery.
- Third party persons, individuals whose publicly available Personal Data is referenced or utilised strictly as part of an authorised Attack Plan and only in accordance with the Customer's Documented Instructions.
- Individuals whose Personal Data is inadvertently accessed or obtained during service delivery. Any such data will be redacted in all communications and will be permanently deleted from all CovertSwarm systems immediately following the Customer's confirmation of receipt of the relevant finding or after one (1) Business Day, whichever is sooner.
- Data accessed or obtained through service delivery. Any data obtained in this way will be redacted in any communications and immediately destroyed (removed from all CovertSwarm systems) following the customer's confirmation of finding receipt or after 1 (one) Business Day (whichever is soonest).