

Data Processing Agreement

Version v1.0 · Effective 9 July 2026

This Data Processing Agreement ("DPA") forms part of, and is incorporated by reference into, the Ergonomy Customer Agreement between **Ergonomy Limited** (company no. 17312959) ("Ergonomy", "Processor") and the Customer ("Controller"). It governs Ergonomy's processing of personal data on the Customer's behalf under UK GDPR and, where applicable, the EU GDPR.

For **account and billing data**, Ergonomy is the controller (see the Privacy Policy). For **personal data processed through the Service on the Customer's behalf**, the Customer is the controller and Ergonomy is the processor. This DPA concerns the latter.

1. Processing on documented instructions

Ergonomy processes personal data only on the Customer's documented instructions, including with regard to international transfers, unless required to do otherwise by law (in which case Ergonomy will inform the Customer, unless the law prohibits it). The Customer's instructions are set out in this DPA, the Ergonomy Customer Agreement, and the Customer's configuration and use of the Service.

2. Improvement as an instructed purpose

Where the Customer opts in through the Service's consent controls, that opt-in constitutes a documented instruction to process the relevant data for the stated improvement purpose. Absent such opt-in, Ergonomy uses only aggregated and de-identified data to improve the Service, as described in the Customer Agreement.

3. Confidentiality of authorised persons

Ergonomy ensures that persons authorised to process the personal data (its employees and authorised contractors) are committed to confidentiality or are under an appropriate statutory obligation of confidentiality.

4. Security

Ergonomy implements appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking account of the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing (UK GDPR Article 32). These include tenant isolation, encryption of data in transit and at rest, access controls and least-privilege, and keeping credentials and integration secrets out of AI model context. Further detail is on our security page and data-residency page.

5. Sub-processors

The Customer provides a general authorisation for Ergonomy to engage sub-processors to provide the Service. The current sub-processors are listed on our sub-processor page. Ergonomy imposes data-protection obligations on each sub-processor that are equivalent to those in this DPA and remains liable for their performance. Ergonomy will make available a means to be notified of intended changes to sub-processors so the Customer may object on reasonable data-protection grounds.

6. Assistance with data-subject rights

Taking into account the nature of the processing, Ergonomy assists the Customer by appropriate technical and organisational measures, insofar as possible, to respond to requests from data subjects exercising their rights. Where an end user of the Customer contacts Ergonomy directly, Ergonomy will route the request to the Customer as controller.

7. Assistance with breach, DPIAs, and consultation

Ergonomy assists the Customer in ensuring compliance with its obligations relating to security of processing, notification of personal data breaches, data protection impact assessments, and prior consultation with the supervisory authority. Ergonomy notifies the Customer without undue delay after becoming aware of a personal data breach affecting Customer personal data.

8. Deletion or return of data

At the Customer's choice, Ergonomy deletes or returns all Customer personal data at the end of the provision of the Service, and deletes existing copies unless retention is required by law.

9. Audit and compliance information

Ergonomy makes available to the Customer information necessary to demonstrate compliance with the obligations in this DPA and allows for and contributes to audits, including inspections, conducted by the Customer or an auditor it mandates, subject to reasonable confidentiality and security safeguards.

10. Details of processing

- **Subject matter and duration:** processing for the duration of the Customer Agreement and until deletion or return under clause 8.
- **Nature and purpose:** providing the David Service (automating tasks, capturing organisational knowledge, and supporting decision-making across the Customer's connected tools).
- **Categories of data subjects:** the Customer's personnel and end users, and individuals whose personal data appears in the Customer's connected systems and content (for example customers, contacts, and correspondents).
- **Types of personal data:** identity and contact data, business communications, documents and records processed through connected integrations, and usage data. Special-category data is not required by the Service; the Customer should not submit it unless a lawful basis and appropriate safeguards are in place.

11. International transfers

Where processing involves a transfer of personal data outside the UK or EEA, the parties rely on an appropriate transfer mechanism: the UK International Data Transfer Agreement (IDTA), the UK Addendum to the EU Standard Contractual Clauses, or an adequacy decision. AI model inference may involve transfer to a sub-processor outside the UK/EEA depending on the Customer's configuration; where AWS Bedrock or Google Vertex is configured with a UK or EU region, inference can be pinned to that region. **Anthropic** is engaged as a sub-processor for model inference, and equivalent data-protection obligations and transfer safeguards flow down to it. See the [sub-processor page](#) and [data-residency page](#).

12. Contact

For questions about this DPA or to exercise controller rights, contact us at legal@meetdavid.ai.