

Data Processing Agreement

Between Beamprobe (Sandra Walczak, sole trader) ("Processor") and the Customer ("Controller"), pursuant to Article 28 of the UK GDPR and EU GDPR.

1. Parties & scope

This DPA forms part of the agreement between the Controller and Beamprobe (Sandra Walczak, sole trader) for the provision of virtual data room services ("the Services"). It governs the Processor's handling of personal data on behalf of the Controller.

2. Subject matter & duration

Subject matter: hosting and processing of documents and recipient metadata uploaded by the Controller.
Duration: the term of the Services agreement and any data retention period required by law.

3. Nature & purpose of processing

- Storage of Controller-supplied documents on encrypted object storage
- Recording recipient views, downloads, signatures, and IP addresses for audit purposes
- Generating analytics reports for the Controller
- Sending transactional emails to recipients on the Controller's behalf

4. Categories of data & data subjects

Category	Examples	Data subjects
Identifiers	Email, name, IP	Recipients, Controller users
Document contents	PDFs, Office files, images	As determined by Controller
Audit events	Views, downloads, signature events	Recipients

5. Technical & organisational measures (Article 32)

- **Encryption at rest:** AES-256 envelope encryption
- **Encryption in transit:** TLS 1.2 or higher
- **Access control:** per-recipient authentication, optional NDA gate
- **Audit logging:** tamper-evident, exportable, retained 12 months
- **Backups:** daily, encrypted, EU jurisdiction
- **Personnel:** background-checked, NDA-bound
- **Vulnerability management:** security.txt published, responsible disclosure honoured

6. Sub-processors

Current sub-processors are listed at <https://beamprobe.com/legal/sub-processors>. The Processor will give the Controller at least 30 days' notice of any new sub-processor and an opportunity to object.

7. Data residency & international transfers

All Controller data is stored within the European Economic Area (Cloudflare R2, EU jurisdiction). No personal data is transferred outside the UK/EEA without the Controller's instruction.

8. Sub-processor confidentiality

All sub-processors are bound by written contracts containing data protection obligations no less protective than this DPA.

9. Data subject rights

The Processor will assist the Controller in responding to data subject requests (access, erasure, rectification, portability) within 5 working days of receipt.

10. Personal data breaches

The Processor will notify the Controller without undue delay and in any event within 24 hours of becoming aware of a personal data breach.

11. Audit & inspection

The Processor will make available to the Controller, on request and subject to a reasonable confidentiality undertaking, the information necessary to demonstrate compliance with Article 28 obligations.

12. Return or deletion of data

On termination of the Services, the Processor will delete or return all personal data within 30 days, unless retention is required by applicable law.

13. Governing law

This DPA is governed by the laws of England and Wales.

For the Controller

Name:

Title:

Signature:

Date:

For Beamprobe (Sandra Walczak, sole trader)

Name: Sandra Walczak

Title: Sole trader

Signature: _____

Date: _____

