

DATA PROCESSING ADDENDUM

Last Update: March 26, 2026

This Data Processing Addendum (“**DPA**”) is an integral part of the agreement executed by and between Synthgram Ltd (“**Company**”) and the Customer (“**Agreement**”). Company and Customer shall each be referred to as “**party**” and collectively as “**parties**”. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

1. DEFINITIONS

- 1.1. The terms “**Controller**”, “**Data Subject**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processing**” (and “**Process**”), “**Processor**”, “**Sensitive Data**”, shall all have the same meanings as ascribed to them under applicable Data Protection Laws.
- 1.2. “**Customer Personal Data**” means any Personal Data processed by Company in the course of its Services provision to Customer, all as detailed in **Annex I** attached herein. Customer Personal Data may be included in both the Input submitted and the Output generated (both terms as defined in the Agreement).
- 1.3. “**Data Protection Law**” means applicable privacy and data protection laws which apply to the Processing of Customer Personal Data by Company including the Israeli Protection of Privacy Law, 5741-1981 and the regulations promulgated pursuant thereto.
- 1.4. “**Instructions**” means the written, documented instructions issued by the Customer to Company directing Company to perform a specific or general action with regard to Customer Personal Data (including, but not limited to, instructions to provide the Platform and the Services under the Agreement and instructions under this DPA).

2. ROLES AND DETAILS OF PROCESSING

- 2.1. The parties agree and acknowledge that under the performance of their obligations set forth in the Agreement, and with respect to the Processing of Customer Personal Data, and according to the applicable Data Protection Law, Company is acting as a Data Processor and Customer is acting as a Data Controller.
- 2.2. Each party shall be individually and separately responsible for complying with the obligations that apply to such party under applicable Data Protection Law. The Customer shall be exclusively responsible to ensure its Instructions are compliant with applicable Data Protection Laws and enable a lawful Processing of Customer Personal Data, including by obtaining any required consent and providing any required disclosures under applicable Data Protection Law.
- 2.3. Customer warrants that it has all the necessary rights to provide the Personal Data to the Company for the Processing to be performed in relation to the Services, and that one or more lawful bases set forth in the applicable Data Protection Laws support the lawfulness of the Processing. To the extent required by the applicable Data Protection Law, Customer is responsible for ensuring that all necessary privacy notices are provided to Data Subjects, and unless another legal basis set forth in the applicable Data Protection Law supports the lawfulness of the Processing, that any necessary Data Subject consents to the Processing are obtained, and for ensuring that a record of such consent is maintained.
- 2.4. The subject matter and duration of the Processing carried out by the Processor on behalf of the Controller, the nature and purpose of the Processing, the type of

Personal Data and categories of Data Subjects are described in **Annex I** attached hereto.

- 2.5. If any Customer Personal Data includes Sensitive Data or any Personal Data that is deemed by regulatory authorities as meriting sensitive treatment under Data Protection Laws, it is Customer's responsibility to inform Company prior to enabling Processing by the Company, and to determine if additional security measures are required. In such event, the parties shall negotiate any needed adjustments and in the event Company approves its ability to implement the measures required by Customer, such shall be implemented at Customer's expense. For avoidance of doubt, Company does not monitor, and review Customer Personal Data uploaded to the Services, thus, cannot be aware of any sensitivity within Customer Personal Data.

3. PROCESSING OF PERSONAL DATA

- 3.1. Company represents and warrants that it shall Process Customer Personal Data, on behalf of the Customer, solely for the purpose of providing the Services, all in accordance with Customer's written instructions under the Agreement and this DPA. Notwithstanding the above, in the event the Company is required under applicable laws, including Data Protection Law, to Process Customer Personal Data other than as instructed by Customer, Company shall make reasonable efforts to inform the Customer of such requirement prior to Processing such Customer Personal Data, unless prohibited under applicable law.
- 3.2. Company shall inform Customer without undue delay in the event that, according to Company's reasonable discretion, any of Customer's Instructions infringes applicable laws, and Company shall have the right to immediately cease and suspend any such Processing activity related to the infringing Instruction.
- 3.3. Where applicable, Company shall assist the Customer in ensuring that Customer Personal Data Processed is accurate and up to date, by informing the Customer without delay if it becomes aware of the fact that the Customer Personal Data it is processing is inaccurate or has become outdated.
- 3.4. Company shall ensure: (i) the reliability of its staff and any other person acting under its supervision who may come into contact with or otherwise have access to and Process Customer Personal Data; and (ii) that persons authorized to Process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4. DATA SUBJECTS RIGHTS AND LEGAL REQUEST

- 4.1. It is agreed that where the Company receives a request from a Data Subject for exercising a data subject's rights or an applicable authority in respect of Customer Personal Data, where applicable, the Company will notify the Customer of such request promptly and direct the Data Subject or the applicable authority to the Customer in order to enable the Customer to respond directly to the Data Subject's or the applicable authority's request, unless otherwise required under applicable laws.
- 4.2. Parties shall provide each other with commercially reasonable cooperation and assistance in relation to the handling of and responding to Data Subject's or applicable authority's request, to the extent permitted under Data Protection Law.

5. SUB-PROCESSING

- 5.1. The Customer acknowledge and agree that the Company may engage third party data Processors (“**Sub-Processor**”) to Process Customer Personal Data.
- 5.2. The Company shall, where it engages any Sub-Processor, impose, through a legally binding contract between the Company and the Sub-Processor, data protection obligations that are no less onerous than, and provide at least the same level of protection as, those set out in this DPA. Company shall ensure that such contract will require the Sub-Processor to provide sufficient guarantees to implement appropriate technical and organizational measures.
- 5.3. The Company shall remain responsible to the Customer for the performance of the Sub-Processor’s obligations in accordance with this DPA.

6. TECHNICAL AND ORGANIZATIONAL MEASURES

- 6.1. Taking into account the 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, and without prejudice to any other security standards agreed upon by the parties, the Company shall protect the security, confidentiality, integrity and availability of Customer Personal Data and protect it against Personal Data Breach.

7. PERSONAL DATA BREACH

- 7.1. Company shall notify Customer without undue delay after becoming aware of a Personal Data Breach involving Customer Personal Data. Company shall take such steps as are reasonably necessary to contain, investigate, remediate and mitigate the effects of the Personal Data Breach and to identify its cause. Upon Customer’s written request, Company shall reasonably cooperate with Customer and provide reasonable assistance and information in connection with the containment, investigation, remediation and mitigation of the Personal Data Breach and, where applicable, Customer’s obligations to notify the competent supervisory authority and affected Data Subjects, to the extent such information is available to Company and may be disclosed under applicable law.
- 7.2. Company’s notification of, or compliance with, its obligations under this Section shall not be construed as an admission of fault, liability, or wrongdoing with respect to the Personal Data Breach.

8. AUDIT RIGHTS

- 8.1. Upon Customer request, Company shall provide Customer with information necessary to reasonably demonstrate compliance with this DPA, subject to a thirty (30) days prior written request, however no more than once per twelve (12) months of engagement. Such records shall be considered Company’s Confidential Information and shall be subject to the corresponding confidentiality obligations under the Agreement or require signed a non-disclosure agreement.
- 8.2. Nothing in this DPA will require Company to disclose to Customer any data of any other Company’s customer or Company’s internal data including without limitation data processed in Company’s role as a Controller; Company’s internal accounting or financial information; any trade secret of a Company or its affiliates; any

information that, in Company's reasonable opinion, could compromise the security of any Company's systems or cause any breach of its obligations under applicable law or its security, privacy or confidentiality obligations to any third party.

9. CROSS BORDER PERSONAL DATA TRANSFERS

- 9.1. Customer acknowledges and agrees that for the provisions of the Services, Company may Process, including transfer, Customer Personal Data to various jurisdictions where Company, its affiliates or Sub-Processors operate. Company will ensure that transfers are made in compliance with Data Protection Law.

10. TERM, TERMINATION AND CONFLICT

- 10.1. This DPA shall be effective as of the Effective Date (as defined in the Agreement) and shall remain in force until the Agreement terminates or as long as Company Processes Customer Personal Data.
- 10.2. Following the termination or expiration of this DPA, Company shall, at the choice of the Customer, delete all Customer Personal Data Processed on behalf of the Customer and certify to the Customer that it has done so. Until the Customer Personal Data is deleted or returned, the parties shall continue to ensure compliance with this DPA. Customer's choice shall be provided in writing to the Company, following effect of termination. Notwithstanding the foregoing, Company may retain Customer Personal Data (i) as required by applicable laws; or (ii) in accordance with its standard backup or record retention policies, provided that, in either case, Company will maintain the confidentiality of, and otherwise comply with the applicable provisions of this DPA with respect to retained Customer Personal Data and not further Process it except as required by Data Protection Law.
- 10.3. In the event of a conflict between the terms and conditions of this DPA and the Agreement, this DPA shall prevail. For the avoidance of doubt, in the event Standard Contractual Clauses have been executed between the parties, the terms of the Standard Contractual Clauses shall prevail over those of this DPA.

ANNEX I

DETAILS OF PROCESSING

This Annex includes certain details of the Processing of Customer Personal Data as required under the Data Protection Law.

Categories of Data Subjects: As uploaded by Customer while using the Services.

Categories of Personal Data processed: Personal data as uploaded by Customer while using the Services, including Input, Output, data retrieved from integrated systems, prompts, instructions, etc.

Special Categories of Personal Data: Customer is specifically prohibited from providing Sensitive Data or, unless agreed in writing by Company.

Nature of the processing: Collection, storage, organization, communication, transfer, host and other types of Processing for the purpose of providing the Services as set out in the Agreement.

Purpose(s) of Processing: To provide the Service.

Retention Period: For as long as is necessary to provide the Service by Company; provided there is no legal obligation to retain the Customer Personal Data post termination or unless otherwise requested by the Customer.

Process Frequency: Continuous basis