

Munang Corp.

Data Processing Agreement

This Data Processing Agreement (the 'DPA') governs the processing of personal data by Munang Corp. on behalf of the Client.

Effective Date: April 11, 2026

Munang Corp. | Suite 1341, C3-10111 Upper Middle Road East, Oakville, Ontario, L6H 5Z9, Canada

1. Definitions

"Munang" means Munang Corp., a corporation incorporated under the laws of Ontario, Canada, with its registered address at Suite 1341, C3-10111 Upper Middle Road East, Oakville, Ontario, L6H 5Z9, Canada. References in this DPA to "we", "our", or "us" mean Munang.

"Client" means the organisation that has entered into a subscription agreement with Munang for use of the Munang Private AI service. References in this DPA to "you" or "your" mean the Client.

"Controller" means the Client organisation that determines the purposes and means of processing personal data.

"Processor" means Munang, which processes personal data on behalf of the Controller.

"Personal Data" means any information relating to an identified or identifiable natural person.

"Processing" means any operation performed on Personal Data, including collection, storage, retrieval, and deletion.

"Sub-Processor" means any third party engaged by the Processor to process Personal Data.

"PIPEDA" means the Personal Information Protection and Electronic Documents Act (Canada).

"Applicable Law" means PIPEDA and applicable provincial privacy legislation in Canada.

2. Subject Matter and Duration

This DPA applies to the processing of Personal Data by Munang in connection with the provision of the Munang Private AI service. This DPA remains in effect for the duration of the subscription agreement between the Client and Munang and for 30 days thereafter.

3. Nature and Purpose of Processing

Munang processes Personal Data solely for the purpose of providing the Munang Private AI service, which includes:

- Storing documents uploaded by the Client in Microsoft Azure Canada East

- Indexing document content for AI-powered search and retrieval
- Processing queries submitted by Client users
- Maintaining query history and saved analyses
- Managing user authentication and access control
- Sending transactional emails including OTP codes and notifications

4. Types of Personal Data Processed

- User account data: name, email address, company name
- Authentication data: email addresses, hashed passwords, OTP logs
- Document content: any personal data contained in uploaded documents
- Query content: questions submitted and AI responses generated
- Usage data: timestamps, IP addresses, feature usage logs

5. Data Residency and Storage

Primary Commitment: Client documents are stored exclusively in Microsoft Azure Canada East (Toronto, Ontario, Canada). Documents are encrypted at rest with AES-256 and stored in a dedicated private container. Documents do not leave Canadian jurisdiction.

Application infrastructure supporting the service is hosted by carefully selected providers. The specific identities of these providers are confidential for security reasons but their roles are limited to application backend, authentication services, and transactional processing. Document content (the Client's sensitive data) is stored in Canada. Application metadata (account records, usage logs) may be stored on infrastructure located outside Canada under contractual safeguards described in section 8.

6. No Training on Client Data

Munang Corp. expressly agrees that: (a) Client data, documents, queries, and workspace content will NEVER be used to train, fine-tune, or improve any AI model. (b) The third-party large language model provider engaged by Munang processes Client queries under API terms that prohibit use of API inputs for model training. Munang has obtained written confirmation of this from its provider. (c) This prohibition is a material term of this Agreement and breach would entitle the Client to immediate termination without penalty.

7. Processor Obligations

Munang Corp. agrees to:

- Process Personal Data only on documented instructions from the Controller
- Ensure that persons authorised to process Personal Data have committed to confidentiality
- Implement appropriate technical and organisational security measures
- Assist the Controller in responding to data subject requests under PIPEDA
- Notify the Controller within 72 hours of becoming aware of a Personal Data breach
- Delete or return all Personal Data upon termination of the Agreement
- Provide reasonable assistance to demonstrate compliance with this DPA

8. Sub-Processors

The Controller authorises Munang to engage Sub-Processors for the purposes of providing the service. Munang remains fully liable for the acts and omissions of its Sub-Processors. The principal Sub-Processor responsible for storing Client documents is identified below:

Sub-Processor	Purpose	Location	Data Transferred
Microsoft Azure	Document storage (primary)	Canada East	Client documents only

In addition to the Sub-Processor named above, Munang engages a limited number of further Sub-Processors for AI inference, payment processing, transactional email delivery, application hosting, and related operational functions. The specific identities of these Sub-Processors are treated as confidential for security and competitive reasons. All Sub-Processors are bound by written agreements that impose obligations no less protective than those set out in this DPA, including: (i) processing Personal Data only on Munang's documented instructions; (ii) implementing appropriate technical and organisational security measures; (iii) maintaining confidentiality; (iv) prohibiting the use of Client content for AI model training; and (v) restricting transfers of Personal Data. A current list of all Sub-Processors will be made available to the Controller on request, subject to the Controller entering into a confidentiality undertaking.

Munang will notify the Controller of any intended changes to Sub-Processors with a minimum of 30 days notice, giving the Controller the opportunity to object.

9. Security Measures

Munang implements the following technical and organisational measures:

- AES-256 encryption at rest for all documents stored in Azure
- TLS 1.2+ encryption for all data in transit
- OTP-based multi-factor authentication for workspace access
- Per-tenant isolated Azure Blob Storage containers
- bcrypt password hashing with salt
- Rate limiting and brute force protection on all API endpoints
- Audit logging of all authentication events
- Access control — named users only, instant revocation capability

10. Data Breach Notification

In the event of a Personal Data breach, Munang will: notify the Controller within 72 hours of becoming aware of the breach; provide information about the nature of the breach, categories and approximate number of data subjects affected, likely consequences, and measures taken or proposed; and cooperate with the Controller in meeting obligations under PIPEDA and applicable law.

11. Data Subject Rights

Munang will assist the Controller in fulfilling obligations to respond to data subject requests under PIPEDA within the timeframes required by law. Upon written request, Munang will provide the Controller with all Personal Data held for that data subject within 5 business days.

12. Termination and Data Deletion

Upon termination of the subscription agreement, Munang will retain Client data for 30 days to allow the Client to request an export. After the 30-day period, all Personal Data including documents, query history, user records, and account data will be permanently and irreversibly deleted from all systems including Azure Blob Storage. Munang will provide written confirmation of deletion upon request.

13. Audit Rights

The Controller may request, no more than once per calendar year, a written summary of Munang's data protection practices and security measures. Munang will respond within 20 business days. Enterprise clients may request additional audit rights by separate written agreement.

14. Governing Law

This DPA is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any disputes shall be resolved in the courts of Ontario, Canada.

15. Contact

Data Protection Officer, Munang Corp.

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Email: info@munang.ai