

Data Processing Agreement Pseudonymizer

Version 28 October 2026

Parties

1. **[Customer name]**, established at [address], registered under number [registration number], represented by [name, position] (hereinafter: **Customer** or **Controller**);
2. **Litic B.V.**, a private limited liability company (besloten vennootschap) under Belgian law, trading as Litic AI, Uitbreidingstraat 84, 2600 Antwerp, Belgium, enterprise number 0817.919.143, VAT number BE0817919143, telephone +31 40 369 00 28, represented by [name, position] (hereinafter: **Litic AI** or **Processor**).

Recitals

- Customer uses the Pseudonymizer service (web app, REST API, MCP server and integrations) to replace personal data in documents with pseudonyms and to convert the results back, under the terms of service of pseudonymizer.eu (hereinafter: **Terms**).
- In doing so, Litic AI processes personal data on behalf of Customer. The parties record their arrangements as required by Article 28(3) of the General Data Protection Regulation (**GDPR**).

Article 1. Definitions and precedence

1.1 Expressions defined in the GDPR (such as personal data, processing, data subject, personal data breach) have the same meaning in this agreement. "Service", "Legend", "Credits" and "Privacy policy" have the meaning given in the Terms.

1.2 This agreement forms part of the agreement between the parties on the Service. In the event of a conflict between this agreement and the Terms, this agreement prevails, but only insofar as the protection of personal data is concerned.

1.3 If Customer is a consumer within the meaning of the Terms, article 16 of the Terms and mandatory consumer law prevail over this agreement, in particular over article 11. If the processing by Customer falls under Article 2(2)(c) GDPR (purely personal or household activity), Litic AI performs its obligations under this agreement in the same way; article 2.5 then applies only to the extent the GDPR applies to Customer.

Article 2. Subject matter, duration, nature and purpose

2.1 **Subject matter.** Litic AI processes on behalf of Customer the personal data contained in the documents that Customer has processed through the Service, the resulting legends and results, and the data that Customer has sent or retrieved through the dispatch and integration features of the Service (Annex 1).

2.2 **Duration.** This agreement applies for as long as Customer uses the Service and ends once the agreement on the Service ends and Litic AI has complied with article 9.

2.3 Nature and purpose. The processing consists of automatically detecting personal data in documents, replacing them with pseudonyms, creating and temporarily storing legends and results insofar as the chosen route of the Service requires this (article 5.3), converting back at Customer's request, and, on Customer's instruction, sending or staging pseudonymised text for a recipient chosen by Customer. Purpose: enabling Customer to share documents, and to use them with AI tools, more safely.

2.4 Roles. Customer is the controller, to the extent the GDPR applies to the processing by Customer; Litic AI is the processor. For Customer's account, billing and usage data, Litic AI is an independent controller; the Privacy policy, not this agreement, applies to those data.

2.5 Customer's obligations. Customer is responsible for the legal basis of the processing, for the lawfulness of its instructions, for informing data subjects and for assessing whether the Service is suitable for the documents it has processed, in particular where special categories of personal data or criminal data are involved. Customer uses the Service only for documents it is permitted to have processed.

Article 3. Instructions

3.1 Litic AI processes the personal data only on documented instructions from Customer. The following count as instructions: this agreement, the Terms, the documentation of the Service and the actions that Customer, or the users, keys and connected apps authorised by Customer, perform in the Service (such as uploading a document, starting a processing run, converting back and confirming a dispatch).

3.2 A dispatch to a third-party service (such as OpenAI or Anthropic) takes place only on Customer's express instruction per dispatch, after a preview confirmed by Customer. The recipient is a third party chosen by Customer and not a sub-processor of Litic AI; Customer is responsible for the legal basis and for its arrangements with that third party.

3.3 Litic AI does not process the personal data for its own purposes and does not use the content of documents, legends and results to train or improve models.

3.4 If Litic AI considers that an instruction infringes the GDPR or other data protection law, it informs Customer immediately and may suspend performance until Customer has confirmed or amended the instruction.

3.5 If Union or Member State law requires Litic AI to process the data, Litic AI informs Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

Article 4. Confidentiality

4.1 Litic AI keeps the personal data confidential and does not disclose them to third parties, except to sub-processors in accordance with article 6, on Customer's instruction, or where a legal obligation requires it.

4.2 Litic AI ensures that persons processing personal data under its authority have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality, and limits access to those who need it to perform the Service.

Article 5. Security and retention periods

5.1 Litic AI implements appropriate technical and organisational measures to ensure a level of security appropriate to the risk (Article 32 GDPR). The measures are set out in Annex 2. Litic AI may adjust them, provided the level of security does not decrease.

5.2 Personal data are processed within the European Economic Area or in a country covered by an adequacy decision of the European Commission, as set out in Annex 3; other transfers take place only in accordance with article 7.

5.3 Litic AI keeps the personal data no longer than necessary:

Data	Retention period
Documents processed through the web app	Not stored; replacement takes place in Customer's browser, detection processes the text only during the processing run
Results of API and MCP jobs (pseudonymised text and legend)	Maximum 24 hours, then automatic deletion
Packages for large dispatches (pseudonymised text, without legend)	Maximum 24 hours, then automatic deletion
Dispatch records (metadata only: time, recipient, counts, status)	30 days
Customer's tokens, agents, prompt templates and dossier names	Until Customer deletes them or the account ends

Article 6. Sub-processors

6.1 Customer gives Litic AI a general authorisation to engage sub-processors. The sub-processors engaged at the time of signing are listed in Annex 3.

6.2 Litic AI informs Customer at least 30 days before engaging or replacing a sub-processor, by e-mail to the address known for the account. Customer may object within that period, stating its reasons. If the parties do not reach a solution, Customer may terminate the agreement on the Service as of the date on which the change takes effect, with a refund of prepaid amounts for the period after that date.

6.3 Litic AI imposes on each sub-processor the same data protection obligations as set out in this agreement and remains liable to Customer for the performance of the sub-processor.

Article 7. Transfers outside the EEA

7.1 Litic AI does not transfer personal data to a country outside the European Economic Area, unless Customer instructs it to do so (such as in a dispatch to a recipient chosen by Customer) or a sub-processor listed in Annex 3 does so under an appropriate transfer mechanism of Chapter V GDPR. In the latter case Annex 3 states the mechanism.

Article 8. Assistance to Customer

8.1 **Data subject rights.** If Litic AI receives a request from a data subject concerning the processing on behalf of Customer, it forwards the request to Customer without undue delay and does not handle it itself. Taking into account the nature of the processing, Litic AI assists Customer with appropriate measures to respond to such requests. Because Litic AI does not store document content, or stores it for at most 24 hours, this assistance normally consists of confirming deletion and providing the dispatch metadata.

8.2 **Breaches.** Litic AI notifies Customer of a personal data breach affecting the processing on behalf of Customer without undue delay and at the latest 48 hours after becoming aware of it, with the information Customer needs for Articles 33 and 34 GDPR: the nature of the breach, the categories and approximate number of data subjects and records, the likely consequences, and the measures taken or proposed. Litic AI supplements the notification as more becomes known and cooperates in mitigating the consequences. Litic AI does not itself notify a supervisory authority or data subjects, unless Customer asks it to or the law requires Litic AI to do so.

8.3 **Security, DPIA and prior consultation.** Taking into account the nature of the processing and the information available to it, Litic AI assists Customer in complying with Articles 32 to 36 GDPR. Assistance that requires more than a reasonable effort may be charged at Litic AI's usual rate, after consultation with Customer.

Article 9. End of processing

9.1 At the end of the agreement on the Service, or earlier if Customer so requests, Litic AI deletes all personal data it processes on behalf of Customer within 30 days, including copies, unless Union or Member State law requires storage. Document content, legends and results have normally already been deleted at that time in accordance with article 5.3.

9.2 Before deletion, Customer can download its legends with every result and download its dossiers and prompt templates itself via "Export my data" on its account page, or receive them on request in a commonly used, machine-readable format (article 13 of the Terms). Litic AI confirms deletion in writing on request.

Article 10. Accountability and audit

10.1 On request, Litic AI makes available to Customer all information necessary to demonstrate compliance with the obligations of Article 28 GDPR, such as a description of the measures in Annex 2, the list of sub-processors and relevant reports or certificates of sub-processors.

10.2 Customer may have an audit carried out at most once a year, or more often in the event of a specific cause such as a breach, by an independent expert bound by confidentiality. Customer gives at least 30 days' notice, the audit does not disrupt the service and covers only the processing on behalf of Customer. Each party bears its own costs; the parties discuss the audit's recommendations and Litic AI implements reasonable recommendations within a reasonable period.

Article 11. Liability, governing law and final provisions

11.1 The limitations of liability in article 12 of the Terms apply between the parties. They do not affect the right of data subjects to compensation (Article 82 GDPR) or the powers of supervisory authorities, and do not apply to the extent that mandatory law prohibits them.

11.2 This agreement is governed by Dutch law. Disputes are submitted to the District Court of Oost-Brabant, sitting in 's-Hertogenbosch, the Netherlands, unless mandatory law provides otherwise.

11.3 Amendments to this agreement are agreed in writing; an amendment that Litic AI announces in accordance with article 14 of the Terms and that Customer accepts electronically counts as agreed in writing. Litic AI may adjust the annexes in accordance with articles 5.1 and 6.2. If a provision is void, the other provisions remain in force.

11.4 This agreement is available in Dutch and in English; in case of a difference the Dutch text prevails.

Signatures

Customer	Litic AI
Name: [name]	Name: [name]
Position: [position]	Position: [position]
Date: [date]	Date: [date]
Signature:	Signature:

Annex 1. Description of the processing

Item	Description
Categories of data subjects	Persons appearing in Customer's documents, such as clients, counterparties, employees, witnesses, experts, contact persons and other third parties; Customer's users who work with the Service
Categories of personal data	All personal data that may appear in documents: names, addresses, contact details, dates of birth, identification numbers (such as citizen service number, national register number, licence plate, IBAN), file and case numbers, positions, organisations, and any other data Customer has detected
Special categories	May appear in Customer's documents (such as health data, criminal data or data relating to proceedings). Customer is responsible for the legal basis; Litic AI processes them in the same way as other data

Item	Description
Processing operations	Detecting, replacing with pseudonyms, creating a legend, temporary storage (article 5.3), converting back, sending or staging on instruction for a recipient chosen by Customer, deleting
Routes of the Service	Web app (replacement in Customer's browser), REST API and MCP server (results for at most 24 hours), dispatch features and connected apps (packages for at most 24 hours)
Location of processing	European Economic Area; see Annex 3 for the location per sub-processor and the transfer mechanisms

Annex 2. Technical and organisational measures

- Encrypted connections (TLS) for all traffic between Customer, the Service and sub-processors.
- Processing and storage within the EU; AI detection via EU routing with zero data retention at the AI provider.
- Separation of legend and result as a design principle: the legend does not leave the Service in dispatches; before every dispatch the Service automatically checks whether data from the legend is still in the text.
- Passwordless authentication (magic link, passkeys, external provider) and protection against automated abuse at sign-up and sign-in.
- Third-party access codes (such as ChatGPT tokens) stored encrypted (AES-256-GCM) with the key held outside the database; access codes of connected apps stored only as an irreversible hash (SHA-256); API keys stored only as a hash.
- Automatic deletion in accordance with the retention periods of article 5.3 through scheduled server tasks.
- Usage limits (processing runs per minute and per hour, concurrent jobs, document size) against abuse and overload; logging of security-relevant events without document content.
- Access to production systems limited to authorised staff with two-factor authentication; separation of development and production environments.
- Periodic security audits of the Service and follow-up of findings.

Annex 3. Sub-processors (as at 28 October 2026)

Sub-processor	Service	Location of processing	Transfer mechanism
Supabase (Supabase Pte. Ltd, Singapore)	Authentication, database, server functions	Storage and primary processing in the selected EU region	EU standard contractual clauses (module 3) in Supabase's data processing addendum

Sub-processor	Service	Location of processing	Transfer mechanism
Vercel	Hosting of the web application	EU region (Frankfurt); global network for static files	EU-US Data Privacy Framework (certified) and EU standard contractual clauses
OpenRouter and the AI provider selected via OpenRouter	Detection of personal data	Prompts and completions processed in Europe via eu.openrouter.ai (EU/EEA, United Kingdom or Switzerland), with zero data retention at the AI provider; Litic AI's account and operational data (authentication, security logs) may be processed in the US	Adequacy decisions (UK, Switzerland) and EU standard contractual clauses in OpenRouter's data processing agreement
Mistral AI	OCR of scanned documents	EU (France)	n/a
Cloudflare (Turnstile)	Protection against automated abuse at sign-up and sign-in; processes technical browser and device data, no document content	EU/global	EU standard contractual clauses and EU-US Data Privacy Framework

Stripe (payments) processes only Customer's account and payment data, for which Litic AI is itself the controller; Stripe is therefore not a sub-processor under this agreement. OpenAI (ChatGPT) and Anthropic (Claude) are not sub-processors: they are recipients chosen by Customer (article 3.2).