



DATA PROCESSING AGREEMENT

Evolve With AI — Trimax Solutions Pty Ltd (ABN 17 117 952 431)

Last updated: 30 September 2026 | **Governing law:** New South Wales, Australia

This Data Processing Agreement is entered into between the Client and Trimax Solutions Pty Ltd (ABN 17 117 952 431), trading as Evolve With AI ("Evolve With AI", "we", "us" or "our"). References in this Agreement to "Evolve With AI" are references to Trimax Solutions Pty Ltd.

1. DEFINITIONS

"Personal Information" means information or an opinion about an identified individual, or an individual who is reasonably identifiable, as defined in the Privacy Act 1988 (Cth). "Processing" means any operation performed on Personal Information, including collection, use, storage, disclosure and deletion. "Controller" and "Processor" describe the functional roles of the parties in relation to Personal Information. "Sub-processor" means any third party engaged by Evolve With AI to process Client Personal Information. "Client Personal Information" means Personal Information provided to, or collected by, Evolve With AI in the course of delivering the Services. "AI Services" means the AI systems, chatbots, automations and related deliverables provided by Evolve With AI. "Security Incident" means any unauthorised access to, disclosure of, or loss of Client Personal Information.

2. RELATIONSHIP & ROLES

Evolve With AI acts as a Processor (or, where applicable, a joint Controller) when processing Client Personal Information under a Service Agreement. The Client remains the Controller or principal in respect of that information. This clause clarifies functional roles for contracting purposes; it does not limit the obligations either party has as an APP entity under the Privacy Act 1988 (Cth).

3. PROCESSING DETAILS

Evolve With AI will process Client Personal Information only for the purposes of delivering AI transformation services, including: AI strategy assessments; AI tool configuration and deployment; chatbot and AI assistant interactions; automation workflows; and data analysis for business insights. Processing continues for the term of the Service Agreement unless otherwise agreed in writing.

4. OBLIGATIONS OF EVOLVE WITH AI

Evolve With AI will:

- (a) process Client Personal Information only on documented instructions from the Client;
- (b) ensure that personnel authorised to process Client Personal Information are bound by appropriate confidentiality obligations;
- (c) implement reasonable technical and organisational measures, including encryption at rest and in transit, access controls and logging;
- (d) notify the Client without undue delay, and in any event within 48 hours, upon becoming aware of a Security Incident involving Client Personal Information; and
- (e) reasonably assist the Client in meeting its obligations under the Australian Privacy Principles, including notification obligations under the Notifiable Data Breaches scheme, where reasonably practicable.

5. SUB-PROCESSORS

Evolve With AI may engage Sub-processors, including but not limited to: OpenAI (API services); Anthropic (API services); Microsoft (Azure and AI services); Google (Cloud and AI services); Abacus AI (chatbot infrastructure); Make.com (automation platform); and Stripe and Square (payment processing). A current list is available on request. Evolve With AI will notify the Client of any proposed addition or replacement of a Sub-processor at least 14 days before authorising that Sub-processor. The Client may object within 7 days of that notice. Sub-processors are bound by written terms no less protective than this Agreement.

6. CROSS-BORDER DATA TRANSFERS (APP 8)

The Client acknowledges that Sub-processors may store or process data outside Australia, primarily in the United States. Evolve With AI will take reasonable steps to ensure that each overseas recipient complies with the Australian Privacy Principles, including through contractual safeguards and verification of SOC 2 or equivalent certifications. Where applicable, the Client provides standing consent to these overseas disclosures, or may negotiate data residency restrictions at additional cost where technically feasible.

7. DATA SECURITY

Evolve With AI maintains an information security program aligned with the ASD Essential Eight and the NIST cybersecurity framework. Measures include encryption in transit (TLS 1.2 or higher) and at rest (AES-256), role-based access control, multi-factor authentication, regular vulnerability scanning, and employee security training.

8. DATA BREACH RESPONSE

Evolve With AI maintains an internal Incident-Response Plan, documented separately. Upon confirming an eligible data breach involving Client Personal Information, Evolve With AI will: (a) notify the Client within 48 hours; (b) provide details of the nature and extent of the breach; and (c) reasonably assist the Client in preparing notifications to affected individuals and the Office of the Australian Information Commissioner as required under the Notifiable Data Breaches scheme.

9. DATA DELETION & RETURN

Within 90 days of termination of the Service Agreement, or upon the Client's request during the term, Evolve With AI will delete or return all Client Personal Information in its possession, unless retention is required by Australian law.

10. AUDIT RIGHTS

The Client may request, no more than once per 12-month period, a SOC 2 report summary or equivalent independent security certification. The Client may also conduct an audit, at its own cost, by a mutually agreed independent auditor, subject to reasonable notice and non-disclosure obligations.

11. AUTOMATED DECISION-MAKING (ADM) DISCLOSURE

Where Evolve With AI builds or deploys AI systems involving automated decision-making as defined under Australian Privacy Principles 1.7 to 1.9 (effective 10 December 2026) using Client Personal Information, Evolve With AI will provide the Client with sufficient information to enable the Client to meet its own ADM transparency obligations in its privacy policy.

12. LIMITATION OF LIABILITY

Liability under this Agreement is subject to the limitation of liability provisions in the underlying Service Agreement or Terms & Conditions.

13. ASSIGNMENT & ENTITY RESTRUCTURE

Evolve With AI may assign, novate or transfer this Agreement to any affiliated entity, including any successor entity or restructured group company, on written notice to the Client. This includes any future transfer of the business from Trimax Solutions Pty Ltd (ABN 17 117 952 431) to a separate Evolve With AI entity. Any such assignment is conditional on the assignee assuming Evolve With AI's obligations under this Agreement, including the data protection and security obligations in this DPA, and on the assignment not materially reducing the level of protection afforded to Client Personal Information. The Client may object to an assignment on reasonable data-protection grounds within 14 days of notice, and where the objection is not resolved the Client may terminate the affected Service Agreement without penalty for the unperformed portion. The Client may not assign this Agreement without Evolve With AI's prior written consent.

14. GOVERNING LAW

This Agreement is governed by the laws of New South Wales, Australia.

SIGNATURE / EXECUTION

Executed for and on behalf of the Client:

Signature: _____

Name: _____

Position: _____

Date: _____

Executed for and on behalf of Trimax
Solutions Pty Ltd trading as Evolve With AI:

Signature: _____

Name: _____

Position: _____

Date: _____

Please retain a fully executed copy of this Agreement with the applicable Service Agreement.