NEXUS

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DATA PROCESSING ADDENDUM.

EXHIBIT C · PERSONAL DATA UNDER THE MSA

DOC NO.	VERSION	STATUS
NXS-LEGAL-DPA	1.0 · 2026	Draft for counsel review

This Data Processing Addendum ("DPA") forms part of the Master Services Agreement dated _____ (the "Agreement") between Nexus Industrial Group, LLC ("Nexus") and _____ ("Client"). It applies when Nexus processes Personal Data on Client's behalf in performing Services. If this DPA conflicts with the Agreement on the processing of Personal Data, this DPA controls.

01

SECTION

DEFINITIONS

PERSONAL DATA	Any information relating to an identified or identifiable natural person that Nexus processes on behalf of Client under the Agreement.
DATA PROTECTION LAWS	All laws that apply to the processing of Personal Data under the Agreement, including U.S. state privacy laws such as the California Consumer Privacy Act as amended and the Texas Data Privacy and Security Act, and, where applicable, the EU and UK General Data Protection Regulation.
PROCESSING	Any operation performed on Personal Data, including collection, storage, use, disclosure, and deletion.
SUBPROCESSOR	Any third party engaged by Nexus to process Personal Data on Client's behalf.

SECURITY INCIDENT	A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

02

SECTION

ROLES

Client is the controller (or business) and Nexus is the processor (or service provider) of Personal Data. Client is responsible for having a lawful basis and any required notices and consents for the Personal Data it provides or instructs Nexus to process.

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SECTION

CLIENT INSTRUCTIONS

Nexus will process Personal Data only on Client's documented instructions, which are the Agreement, the applicable SOW, this DPA, and Client's written instructions consistent with them. Nexus will tell Client if it believes an instruction violates Data Protection Laws. Nexus will not sell or share Personal Data, retain, use, or disclose it outside the direct business relationship with Client, or combine it with personal data from other sources, except as permitted by Data Protection Laws.

04

SECTION

DETAILS OF PROCESSING

SUBJECT MATTER AND PURPOSE	_____ _____
CATEGORIES OF DATA SUBJECTS	☐ Client employees ☐ Client customers ☐ Client suppliers ☐ End users ☐ Other
CATEGORIES OF PERSONAL DATA	☐ Contact details ☐ Account credentials ☐ Usage and log data ☐ Location data ☐ Other
SENSITIVE DATA	☐ None ☐ Described in SOW
DURATION	_____

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SECTION

CONFIDENTIALITY

Nexus will make sure that personnel authorized to process Personal Data are bound by confidentiality obligations and access Personal Data only as needed to perform the Services.

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SECTION

SECURITY

Nexus will implement and maintain appropriate technical and organizational measures to protect Personal Data, as described in Exhibit B (Security Responsibility, NXS-LEGAL-SEC). The allocation of security responsibilities in Exhibit B applies to Personal Data.

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SECTION

SUBPROCESSORS

Client authorizes Nexus to engage Subprocessors, including cloud hosting and AI model providers, listed in the applicable SOW or provided on request. Nexus will notify Client of any new Subprocessor at least fifteen (15) days before it begins processing, and Client may object on reasonable data-protection grounds. Nexus will bind each Subprocessor to data protection terms at least as protective as this DPA and remains responsible for its performance.

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SECTION

DATA SUBJECT REQUESTS

Nexus will promptly forward to Client any request it receives from a data subject relating to Client Personal Data, and will reasonably assist Client in responding to requests to access, correct, delete, or port Personal Data, taking into account the nature of the processing.

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SECTION

SECURITY INCIDENTS

Nexus will notify Client without undue delay, and in any event within seventy-two (72) hours, after becoming aware of a Security Incident affecting Client Personal Data. The notice will describe the nature of the incident, the data and data subjects affected where known, and the measures taken or proposed. Nexus will cooperate with Client's investigation and any notifications Client must make.

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SECTION

ASSISTANCE AND AUDITS

Nexus will provide information reasonably needed for Client to demonstrate compliance with Data Protection Laws, including assistance with data protection impact assessments. Client may audit Nexus's compliance with this DPA once per year on thirty (30) days' written notice, during business hours, at Client's expense, and subject to confidentiality obligations. Nexus may satisfy an audit request by providing a current third-party audit report or certification where available.

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SECTION

INTERNATIONAL TRANSFERS

Nexus will not transfer Personal Data outside the United States without Client's written approval. Where Personal Data subject to EU or UK law is transferred, the Parties will rely on the applicable Standard Contractual Clauses or another lawful transfer mechanism, which are incorporated by reference when required.

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SECTION

RETURN AND DELETION

On termination of the Services, Nexus will, at Client's choice, return or delete Client Personal Data within thirty (30) days and confirm deletion in writing, unless law requires Nexus to retain it.

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SECTION

LIABILITY

Each Party's liability under this DPA is subject to the limitations and exclusions of liability in the Agreement.

EXECUTION

SIGNATURES.

NEXUS INDUSTRIAL GROUP, LLC	CLIENT:
SIGNATURE	SIGNATURE
PRINTED NAME	PRINTED NAME
TITLE	TITLE
DATE	DATE