



SABETI OS
PUBLIC

Data Processing Addendum

Sabeti Group Pty Ltd, trading as Sabeti OS

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This Data Processing Addendum (“DPA”) forms part of the Terms of Service, Enterprise Agreement, Order Form, Statement of Work, or other agreement entered into between Sabeti Group Pty Ltd, trading as Sabeti OS (“Sabeti OS”) and the Customer.

This DPA applies whenever Sabeti OS processes Personal Data on behalf of Customer.

ARTICLE 1 — PURPOSE

This DPA governs the processing of Personal Data by Sabeti OS in connection with the Services.

The parties intend this DPA to satisfy applicable requirements under:

- EU General Data Protection Regulation (GDPR)
- UK GDPR
- Australian Privacy Act
- Applicable international privacy laws

ARTICLE 2 — DEFINITIONS

For purposes of this DPA:

Controller means the entity determining the purposes and means of processing Personal Data.

Processor means the entity processing Personal Data on behalf of a Controller.

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

Processing means any operation performed on Personal Data.

Subprocessor means any third party engaged by Sabeti OS to process Personal Data.

Security Incident means unauthorized access, disclosure, destruction, alteration, or loss of Personal Data.

ARTICLE 3 — PROCESSING ROLES

Except where otherwise agreed:

Customer acts as Controller.

Sabeti OS acts as Processor.

Certain services may involve independent Controller activities by Sabeti OS where permitted by law.

ARTICLE 4 — PROCESSING INSTRUCTIONS

Sabeti OS shall process Personal Data only:

- To provide Services;
- To comply with documented instructions;
- To meet legal obligations;
- To maintain security;
- To improve Services where authorized.

Customer instructs Sabeti OS to process Personal Data as necessary to perform the Services.

ARTICLE 5 — NATURE OF PROCESSING

Processing activities may include:

- Collection
- Recording
- Storage
- Organization
- Analysis
- Retrieval
- Transfer
- Use
- Deletion
- Destruction

ARTICLE 6 — TYPES OF PERSONAL DATA

Depending on customer use, Personal Data may include:

Identity Data

- Names
- Usernames
- Employee identifiers

Contact Data

- Email addresses
- Telephone numbers
- Mailing addresses

Employment Data

- Job titles
- Employer details
- Organizational structures

Technical Data

- Device information
- IP addresses
- Login records

Customer Uploaded Data

- Documents
- Databases
- Communications
- Reports
- Images
- Videos
- Structured data
- Unstructured data

ARTICLE 7 — SPECIAL CATEGORY DATA

Customer shall not upload Special Category Data unless:

- Authorized by law;
- Necessary for intended purposes;
- Appropriate safeguards exist.

Customer remains responsible for obtaining lawful processing authority.

ARTICLE 8 — AI PROCESSING

Customer acknowledges that Sabeti OS operates:

- Artificial Intelligence systems
- AI Agents
- Digital Workers
- Machine Learning systems

Processing may include:

- Model evaluation
- Optimization
- Safety testing
- Performance monitoring

Where permitted by law and applicable agreements.

ARTICLE 9 — CONFIDENTIALITY

Sabeti OS shall ensure personnel processing Personal Data are subject to confidentiality obligations.

Such obligations survive termination of employment or engagement.

ARTICLE 10 — SECURITY MEASURES

Sabeti OS shall implement reasonable security controls including:

Organizational Controls

- Security policies
- Risk assessments
- Access governance
- Incident response

Technical Controls

- Encryption
- Authentication
- Monitoring
- Logging
- Backups

Physical Controls

- Vendor data center protections
- Environmental safeguards
- Restricted access

ARTICLE 11 — SUBPROCESSORS

Customer authorizes Sabeti OS to engage Subprocessors.

Current categories may include:

- Cloud providers
- AI providers
- Analytics providers
- Security providers
- Customer support providers
- Infrastructure providers

ARTICLE 12 — OPENAI AND ANTHROPIC

Sabeti OS may utilize:

- OpenAI
- Anthropic

for processing activities related to AI functionality.

Such providers may process Customer Data in accordance with their applicable agreements and privacy obligations.

ARTICLE 13 — SUBPROCESSOR OBLIGATIONS

Sabeti OS shall impose obligations on Subprocessors that are materially consistent with this DPA.

Sabeti OS remains responsible for its Subprocessors to the extent required by law.

ARTICLE 14 — INTERNATIONAL TRANSFERS

Customer authorizes international transfers necessary to provide Services.

Transfers may occur between:

- Australia
- United Kingdom
- European Union
- United States
- Canada
- New Zealand

and other jurisdictions where approved providers operate.

ARTICLE 15 — GDPR TRANSFER SAFEGUARDS

Where required:

Sabeti OS shall implement:

- Standard Contractual Clauses
- Transfer impact assessments
- Additional safeguards

as appropriate.

ARTICLE 16 — DATA SUBJECT REQUESTS

Where legally required:

Sabeti OS shall provide reasonable assistance in responding to:

- Access requests
- Correction requests
- Deletion requests
- Objection requests
- Portability requests

ARTICLE 17 — GOVERNMENT REQUESTS

If legally permitted, Sabeti OS may notify Customer regarding legally binding requests for disclosure of Personal Data.

ARTICLE 18 — SECURITY INCIDENTS

Sabeti OS shall maintain procedures designed to:

- Detect incidents
- Investigate incidents
- Contain incidents
- Remediate incidents

ARTICLE 19 — INCIDENT NOTIFICATION

Upon becoming aware of a Security Incident affecting Personal Data, Sabeti OS shall provide notice without undue delay.

Notice may include:

- Nature of incident
- Categories affected
- Known impacts
- Mitigation efforts

ARTICLE 20 — AUDITS

Upon reasonable written request, Sabeti OS may provide information reasonably necessary to demonstrate compliance with this DPA.

Enterprise audit rights may be governed by separate agreements.

ARTICLE 21 — DATA RETURN OR DELETION

Upon termination:

Customer may request:

- Return of Customer Data; or
- Deletion of Customer Data.

Sabeti OS may retain information:

- Required by law;
- Necessary for dispute resolution;
- Required for legitimate business purposes;
- Stored in backups for reasonable periods.

ARTICLE 22 — LIABILITY

Liability under this DPA shall be governed by the liability provisions contained in the applicable Agreement.

ARTICLE 23 — GOVERNING LAW

This DPA shall be governed by the governing law specified in the applicable Agreement.

APPENDIX A — PROCESSING DETAILS

Controller: Customer

Processor: Sabeti Group Pty Ltd, trading as Sabeti OS

Purpose: Provision of AI operating system, AI agents, enterprise automation, marketplace services, and related offerings.

Duration: For the duration of Services and any legally required retention period.

Categories of Individuals:

- Employees
- Contractors
- Customers
- Vendors
- Partners
- End Users

Categories of Data: As described in this DPA.

APPENDIX B — SECURITY CONTROLS

Illustrative controls may include:

- Encryption in transit
- Encryption at rest
- MFA

- Access management
- Audit logging
- Security monitoring
- Backup and recovery
- Incident response
- Vendor risk management
- Secure development lifecycle