

Data Processing Addendum

COTO and service providers processing personal data for it | English | v1.0 | 28 October 2026

DRAFT FOR LEGAL REVIEW. Not adopted, executed or accepted by publication. Complete the parties, schedules and required local review before use.

Draft status and completion gate

DRAFT FOR LEGAL REVIEW - ENGLISH - VERSION 1.0 - 28 OCTOBER 2026. This publication is a proposed template, not an agreement already in force. Downloading, visiting a page or signing into the pilot does not accept this template. Do not sign until every bracketed field and applicable schedule has been completed, the contracting entities and authority checked, and counsel has reviewed the relevant countries and activities. No signature is applied by COTO or by this document.

COTO is a brand. The contracting operator must be entered as [full registered entity, jurisdiction, registration number, registered office and notice address]. Do not assume that COTO Rugs, Inc. has been incorporated or that its parent automatically guarantees its obligations. Use AMNAYA Corporation only after its role and authority as contracting operator are confirmed. Operational contact proposed for this pack: business@amnayacorp.com; a legal-notices address and monitored grievance channel must be designated before activation.

Incorporation, priority and current service boundary

For platform-facing agreements, the separately executed Platform Participation Agreement (01) supplies the common contractual provisions. The agreement schedule must identify its exact version and attach the agreed copy; a changing website link is insufficient. A transaction-specific signed schedule prevails on price, goods, delivery and negotiated variations; an applicable mandatory law prevails over all documents. Document 05 is a seller-buyer contract: COTO is not a party merely because it stores the record. Documents 08 and 10 are standalone on confidentiality and data processing. Notices and codes become contractual only when expressly incorporated into an executed agreement, and mandatory rights remain unaffected.

The current invited pilot stores business profiles, lots, approvals, invoice/receipt records and balances. It does not collect or hold funds, offer escrow or credit, perform sanctions/KYC automation, guarantee product or labour claims, certify signatures, or transfer legal title through a token. Public blockchain anchoring, crypto checkout, bidding and AI assistance are not active. An operator-attested receipt is not a bank confirmation. No clause activates an unavailable or unlicensed service. A future service requires an expressly agreed, versioned addendum and operational/legal readiness.

1. Roles, scope and instructions

This standalone addendum is between the named controller/business (COTO operator) and the named processor/service provider solely for processing on its documented instructions. Actual statutory roles control; parties separately acting as independent controllers need an appropriate data-sharing agreement instead. Attach the services contract, processing subject, purpose, duration, data subjects, data categories, sensitivity, locations and permitted transfers. No blanket permission to process data is granted by publishing this template. Each controller establishes a lawful basis and required notices; consent is not assumed to be the only available basis in every country.

2. Processor duties

Process only the agreed data for the documented purpose, unless law requires otherwise, in which case notify where lawful. No sale, advertising, profiling, own-purpose analytics, model training or combining with other customer data without a lawful separate agreement. Restrict personnel to authorized need-to-know access and confidentiality duties. Assist reasonable rights requests, assessments, audits and regulator enquiries using available information; notify COTO if an instruction appears unlawful. Do not respond substantively to a data subject on COTO's behalf without instruction except where legally required.

3. Security and data minimization

Implement risk-appropriate technical and organizational controls described in the schedule: verified encryption in transit, encryption at rest where appropriate, MFA/least privilege, access reviews, secure changes, logs, backups, vulnerability handling, separation of customers and tested incident/recovery procedures. Do not promise certifications not held or guaranteed absence of breaches. No personal or directly identifying data goes on a public blockchain. Hashes can still be personal data when linkable; assess and minimize references, restrict off-chain links and document deletion/correction limits. No identity documents or bank details are required in ordinary public lot descriptions.

4. Subprocessors and transfers

List approved subprocessors, services and countries, including hosting/identity providers and any support access. Give at least 30 days' notice of a material new subprocessor where practicable and permit a reasoned protection objection; agree an alternative or terminate affected unperformed processing with fair fee reconciliation if unresolved. Impose equivalent obligations and remain responsible for subprocessor performance as required by law. International transfers require an applicable lawful mechanism and necessary assessments; this DPA alone is not an EU standard contractual clause, UK transfer instrument, localization exemption or universal India transfer authorization. Attach valid instruments and country-specific terms before the relevant transfer.

5. Incidents and rights assistance

Notify COTO without undue delay of a personal-data breach, with an agreed initial target of 24 hours after awareness, even if the investigation is incomplete. Supply known nature, scope, affected categories/approximate numbers, contact, likely consequences and containment; update promptly, preserve evidence and cooperate. The 24-hour contractual target is not a statement of every regulator's statutory deadline. Controller decides legally required regulator/individual notifications, without preventing processor compliance with its own law. Support access, correction, erasure, objection and other applicable requests through a verified, secure procedure; do not collect excessive identity proof.

6. Retention, exit, audit and liability

Retain only for documented periods tied to purpose/legal duties, honour holds and limit archive access. On end, return or delete at COTO's documented choice within 30 days unless law requires retention; state backup overwrite cycles and confirm completion subject to those exceptions. Correction is appended to audit history where required rather than falsifying prior actions. Supply proportionate compliance evidence and permit a reasonable independent audit with confidentiality, notice and minimal disruption, with urgent access where justified. Liability follows applicable non-waivable rules and the expressly completed services-contract schedule; contractual allocation does not remove a data subject's statutory rights. This DPA controls conflicting services terms on processing protection.

Required processing schedule

Parties/roles and privacy contacts; service and instructions; data subjects/categories/purpose; lawful-basis responsibilities; countries/transfer instruments; subprocessor list; controls and access; incident contact; retention table/backup cycles; rights workflow; audit/exit and liability/law schedule; signatures: [complete]. Review all country-specific commencement dates and obligations before activation, including India's phased data-protection framework.

Execution schedule - intentionally unsigned

Complete the parties and all essential schedules first. Signing confirms only the completed identified version and incorporated attachments. No signature or acceptance has been applied.

PARTY A	PARTY B
Full legal name / registration [complete]	Full legal name / registration [complete]
Registered address / notices [complete]	Registered address / notices [complete]
Authorized signatory / title [complete]	Authorized signatory / title [complete]
Authority evidence / date [complete]	Authority evidence / date [complete]
Signature / execution date [complete]	Signature / execution date [complete]