

Status: version 3.1, 13 October 2026, Qualforge Ltd, for use with version 6.2 of the Qualforge Client Agreement. The basis on which the controller and processor roles at clause 2 are allocated is set out at Annex 4.

QUALFORGE DATA PROCESSING AGREEMENT

Schedule 3 of the Qualforge Client Agreement · Article 28 UK GDPR processor terms

Version	Version 3.1, 13 October 2026
Supersedes	Every earlier issue of the Qualforge Data Processing Agreement
Parent document	The Qualforge Client Agreement (the " Agreement ")
Company	Qualforge Ltd, a company registered in Scotland, company number SC888351, incorporated 3 May 2026
Registered office	22 Shortlees Crescent, Kilmarnock, KA1 4PR
ICO registration	ZC163997
Contact	team@qualforge.co.uk
Governing law	Scotland. This Schedule is a schedule to the Qualforge Client Agreement and is governed by the law of Scotland. The courts of Scotland have exclusive jurisdiction
Annexes	1 Details of the processing · 2 Technical and organisational measures · 3 Approved sub-processors · 4 The outbound contact rail, described · 5 Required amendments to the published privacy policy

This Schedule is incorporated into the Agreement by clause 23.1 of the Agreement and prevails over the rest of the Agreement on anything to do with personal data.

Cross-references from the Agreement to this Schedule appear at Agreement clauses 3.1, 3.2, 4.3, 11.1(f), 12.2, 12.13(a), 12.13(b), 14.5, 20.4, 22.1, 22.4(d), 23, 25.3(b), 25.9, 28.1, 28.2, 28.4, 31.5, 34.8, 36.2, 36.3 and 39.5.

□ THE OPEN QUESTION AT THE CENTRE OF THIS SCHEDULE

Whether Qualforge is a controller or a processor when the Service contacts the Client's own Enquirers has not been determined by a qualified adviser. It is the first of the questions Qualforge has put to a solicitor, and clause 2.6 of this Schedule says what happens when it is answered.

The activity is described in full in **Annex 4**. In short: an Agent sends SMS, email or voice contact to the **Client's own** enquirers, on the **Client's** behalf, from the **Client's** number or address, in the **Client's** name, about the **Client's** quote. Qualforge writes the cadence and dispatches the message.

This Schedule is drafted on the basis that Qualforge is the processor and the Client is the controller, because that is the more demanding of the two readings and it is the safer direction in which to be wrong. Clause 2.4 records that it is an assumption. Annex 4 sets out the facts pointing each way, without a conclusion, so that the point can be settled without

reconstructing them.

One fact pulls the other way and it is Qualforge's own. Qualforge's ICO registration ZC163997 is a **controller** registration, and whether it needs to change or be supplemented now that Qualforge describes itself publicly as a processor is a question for a solicitor. **The published privacy policy no longer pulls that way.** The page published at qualforge.co.uk/privacy, current version dated 8 September 2026, as updated from time to time carries the controller and processor split, names the Sub-processors in Annex 3, and addresses a client's own customers and enquirers. Annex 5 records what it says.

1 · DEFINITIONS

1.1 In this Schedule:

Agreement means the Qualforge Client Agreement, of which this Schedule forms part.

Client Personal Data means personal data within Client Data that Qualforge processes on the Client's behalf under the Agreement.

Data Protection Law means the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 ("**PECR**"), and any legislation replacing, implementing or amending them, together with any binding guidance or code of practice issued by the Information Commissioner.

Published Privacy Policy means the privacy policy published at qualforge.co.uk from time to time.

Sub-processor means a third party engaged by Qualforge to process Client Personal Data.

controller, processor, data subject, personal data, processing, personal data breach and supervisory authority have the meanings given in the UK GDPR.

1.2 Terms defined in the Agreement have the same meaning in this Schedule. **In this Schedule a reference to a clause is a reference to a clause of this Schedule unless it says "of the Agreement".**

1.3 If this Schedule and the rest of the Agreement conflict on anything relating to personal data, this Schedule prevails.

1.4 **If this Schedule and the Published Privacy Policy conflict, this Schedule prevails as between the parties.** Clause 3.5 of the Agreement and Annex 5 of this Schedule apply.

2 · STATUS OF THE PARTIES

2.1 In relation to Client Personal Data the parties agree that:

(a) **the Client is the controller**, because the Client decides why and how its own customers and Enquirers are contacted, the records are the Client's, the Client obtained them, and the Client can stop the processing at any time; and

(b) **Qualforge is the processor**, acting only on the Client's instructions.

2.2 Qualforge is a **controller in its own right**, and this Schedule does not apply, in relation to:

(a) personal data about the Client and the Client's own staff that Qualforge uses to administer the account, take payment, provide support, and keep business and legal records, including everything Qualforge sends to its payment processor; (b) Qualforge's own marketing and prospecting data,

which is not Client Personal Data; (c) the deletion certificates, export logs, authentication logs and security logs described in clause 11.4 of this Schedule and clause 22.4 of the Agreement; and (d) aggregated anonymous usage information under clause 20.5 of the Agreement, to the extent it remains personal data before aggregation.

2.3 The Published Privacy Policy is the page published at qualforge.co.uk/privacy, current version dated 8 September 2026, as updated from time to time. It describes the controller and processor split, names the Sub-processors in Annex 3, and addresses the Client's own customers and Enquirers whom the Agents contact. **Annex 5 of this Schedule records what the published page says and the one item that remains to be confirmed on it.** Where the published page and this Schedule differ, this Schedule governs as between the parties.

2.4 Clause 2.1 is an agreed contractual allocation. It is not a legal determination. See the box at the head of this Schedule and Annex 4.

2.5 Neither party will do anything, or omit to do anything, that puts the other in breach of Data Protection Law.

2.6 If it is later determined that Qualforge is a controller or joint controller for any processing this Schedule treats as processor activity, the parties will agree in good faith the amendments and any joint controller arrangement Article 26 requires, and will do so before that processing continues. **Qualforge will also amend its ICO registration and its Published Privacy Policy to match the determination.**

3 · SCOPE OF THE PROCESSING

3.1 **Annex 1** sets out the subject matter, the duration, the nature and purpose of the processing, the types of personal data and the categories of data subject, as Article 28(3) requires.

3.2 **Annex 2** sets out the technical and organisational measures. Part A describes what is in place. **Part B describes the technical and organisational measures that are not in place, and the Client is entitled to rely on Part B being complete as to those measures.** Part B also records matters that are not technical or organisational measures, which Qualforge volunteers so that the Client has the fuller picture, and those items are outside the warranty in this clause. **Each item in Part B says which it is.**

3.3 **Annex 3** lists the approved Sub-processors.

3.4 **Annex 4** describes the outbound contact rail in factual terms. It is not an operative part of this Schedule.

3.5 **Annex 5** records required amendments to a published page. It is not an operative part of this Schedule and creates no obligation on the Client, but clause 2.3 commits Qualforge to carrying it out.

4 · PROCESSING ON DOCUMENTED INSTRUCTIONS · Article 28(3)(a)

4.1 Qualforge will process Client Personal Data **only on the Client's documented instructions**, including in relation to transfers of Client Personal Data outside the United Kingdom, unless Qualforge is required to process it by law. Where the law requires Qualforge to process, Qualforge will tell the Client before doing so unless the law prohibits that.

4.2 The Client's documented instructions are:

(a) this Schedule and the Agreement; (b) the Order Form and its Annex A; (c) the Client's completed intake form, and the configuration agreed on the build call and recorded by Qualforge; (d) the Service Description at Schedule 5 of the Agreement, in respect of what each Agent does; and (e) anything the Client subsequently instructs in writing, through the Service or by email to team@qualforge.co.uk.

4.3 Qualforge will tell the Client if, in Qualforge's opinion, an instruction infringes Data Protection Law. Qualforge is not obliged to give the Client legal advice and does not do so.

4.4 Qualforge will not process Client Personal Data for its own purposes, will not sell it, and **will not use it to train, fine-tune or improve any general purpose AI model**. Qualforge will maintain contractual terms with its model provider that are consistent with this clause, and will tell the Client if it becomes unable to do so. **Qualforge has not yet verified the underlying contractual position with its model provider against this clause**, and clause 7.8 applies to that verification.

4.5 Qualforge may use aggregated information about use of the Service as clause 20.5 of the Agreement permits, provided the result is genuinely anonymous and no data subject and no client can be identified from it, directly or indirectly.

4.6 Qualforge will keep a record of the categories of processing it carries out on the Client's behalf, as Article 30(2) requires, and will make it available to the Client on request.

5 · CONFIDENTIALITY OF PERSONNEL · Article 28(3)(b)

5.1 Qualforge will ensure that every person it authorises to process Client Personal Data is subject to a **binding duty of confidentiality**, whether by contract or by statute, and that the duty survives the end of that person's engagement.

5.2 Access to a Client's Instance is limited to the Qualforge personnel who need it in order to operate the Service, and is by named account.

5.3 Qualforge will ensure that each person it authorises is aware of the obligations in this Schedule and of the limits on what they may do with Client Personal Data.

5.4 **Qualforge has two directors and no employees at the date this Schedule is issued**. Both directors have access to Client Personal Data. **Written confidentiality undertakings between the company and each director are not yet in place**. Qualforge will put them in place before the Client's Personal Data is processed under this Schedule, and will confirm to the Client in writing that it has done so. Until then the duty in clause 5.1 of this Schedule binds Qualforge itself and is owed to the Client by Qualforge.

6 · SECURITY · Article 28(3)(c) and Article 32

6.1 Qualforge will implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk to data subjects, taking account of the state of the art, the cost of implementation, and the nature, scope, context and purposes of the processing.

6.2 **The measures actually in place are set out in Annex 2 Part A. Annex 2 is written to describe what exists, not what would sound best**. Annex 2 Part B lists what does not exist. **Part B is published deliberately and is as much a part of this Schedule as Part A**. Qualforge would rather a Client knew what is not in place than discovered it later.

6.3 Qualforge will not reduce the overall level of security during the term. If a measure described in Annex 2 changes materially, Qualforge will tell the Client without undue delay and will update Annex 2.

6.4 Qualforge will keep Client Personal Data on a **single-tenant Instance** with its own database and its own environment file, and will not pool it with any other client's data.

6.5 Qualforge will use encryption in transit for all access to the Service, and encryption at rest for backups, as Annex 2 describes.

6.6 **Suspension of the Service for non-payment under clause 17 of the Agreement is not a security measure and does not reduce the protection given to Client Personal Data.** Clause 17.5(c) of the Agreement preserves the Instance, the database and all Client Data throughout a suspension, and clause 17.5(d) of the Agreement preserves the Client's sign-in so that the Client can exercise its own controller obligations, including responding to a data subject, while suspended.

7 · SUB-PROCESSORS · Article 28(2) and Article 28(3)(d)

7.1 The Client gives Qualforge **general written authorisation** to appoint Sub-processors, subject to this clause.

7.2 The Sub-processors approved as at the date of the Agreement are listed in **Annex 3**. They are **Hetzner, Anthropic, Twilio, Retell, Cal.com** and **Google Workspace**, together with **OpenAI** and **ElevenLabs**, which Retell engages as its own sub-processors to run the voice Agent's language model and its voice, and together with the Client's own calendar and email providers where the Client connects them. **Where Annex A4 of the Order Form records that Qualforge procures the email or messaging channel instead, Annex 3 carries a row for the provider of that channel, which is not in use for any Client and which Qualforge will name in Annex 3, on at least thirty days written notice under clause 7.5 of this Schedule, before any message is sent through it. Stripe is not a Sub-processor of Client Personal Data**, for the reason given in Annex 3.

7.3 Qualforge will impose on each Sub-processor, by written contract, data protection obligations that are **no less protective** than those in this Schedule, before that Sub-processor processes any Client Personal Data.

7.4 **Qualforge remains fully liable to the Client for a Sub-processor's performance of its data protection obligations.**

7.5 **Right to object.** Qualforge will give the Client at least **thirty days written notice** before adding or replacing a Sub-processor that will process Client Personal Data. Within that period the Client may object on reasonable data protection grounds, setting out the grounds in writing. The parties will then discuss the objection in good faith. If it cannot be resolved:

(a) Qualforge may choose not to make the change; or (b) if Qualforge proceeds, the Client may terminate the Agreement on written notice without penalty and without further Subscription Fee, and clauses 21 and 22 of the Agreement apply.

7.6 The Client acknowledges that **Hetzner, Anthropic, Twilio, Retell with OpenAI and ElevenLabs behind it, and Cal.com are essential to the Service as designed**, and that an objection to any of them is likely to mean the Service cannot continue for that Client. In that case the Client may terminate under clause 7.5(b) of this Schedule.

7.7 Where Qualforge must replace a Sub-processor urgently for security, legal or continuity reasons, Qualforge may do so with less notice, will tell the Client as soon as it can, and clause 7.5 of this Schedule then applies from the date of that notice.

7.8 **Qualforge has established the contractual position for each entity in Annex 3, and has not established every part of it. Qualforge holds an executed data processing agreement with Retell, signed on 20 August 2026 in the name of Qualforge Ltd, and concluded Hetzner's Article 28 data processing agreement in its Hetzner account on 27 August 2026. Anthropic's and Twilio's data processing addenda are incorporated into their terms by reference and are not separately signed, and Annex 3 records the section of each that does the incorporating, the modules of the standard contractual clauses elected, and the instrument relied on for a transfer from the United Kingdom. The country of processing and the contracting entity are established for Anthropic, Twilio, Retell and Hetzner, each taken from a document Qualforge read on 27 August 2026 and named in the cell. What Qualforge has not established is what is on Anthropic's and Retell's published sub-processor lists, neither of which returned a list when Qualforge read it on 27 August 2026. Two items remain to be confirmed for Sub-processors in use: the transfer instrument that applies to Qualforge's own account with Cal.com, and, for Google Workspace, added in version 3, the contracting entity, the location of processing, the data processing terms and the transfer instrument that apply to Qualforge's own account. The only other cell carrying UNVERIFIED belongs to the provider of an email or messaging channel Qualforge procures, which no Client has and which the table above carries as not in use. Qualforge will establish all of it, will complete every cell marked UNVERIFIED in Annex 3, and will do so before the Service contacts any of the Client's Enquirers, confirming completion to the Client in writing. Clause 7.3 of this Schedule is evidenced by an executed agreement for Retell, by an agreement concluded in Qualforge's own account for Hetzner, and for Anthropic and Twilio by addenda incorporated by reference rather than by a separately signed document, and the Client is told so here rather than left to assume otherwise.**

8 · INTERNATIONAL TRANSFERS

8.1 The Client's Instance, its database and its encrypted backups are hosted by **Hetzner in the European Union.**

8.2 AI model processing for the text Agents, including the qualification and scoring of enquiries, is provided by **Anthropic**. Telephony and SMS are provided by **Twilio**. Voice calls are carried and recorded by **Retell**, which runs the voice Agent's language model on **OpenAI** and its speech on **ElevenLabs**, both engaged by Retell as its own sub-processors. The diary the voice Agent books into is held at **Cal.com**. Annex 3 records the contracting entity, the processing location and the transfer mechanism for each, names the document each was taken from and the date Qualforge read it, and marks UNVERIFIED anything Qualforge has not been able to establish from a document it has read. **At the date this Schedule is issued the country of processing is established for each, from documents Qualforge read on 27 August 2026 and 7 September 2026 and named in Annex 3: Anthropic routes across the United States, Europe, Asia and Australia and stores at rest in the United States; Twilio processes account and usage data in the United States; Retell processes in the United States, and OpenAI and ElevenLabs receive the call data onward from Retell there; and Cal.com processes in the United States. Qualforge treats each of these as a transfer outside the United Kingdom and applies clause 8.3 of this Schedule to each. Qualforge's own mailbox is provided by Google Workspace, and where Google processes the data in it has not yet been established. Annex 3 marks that UNVERIFIED, and clause 8.3 of this Schedule applies to it.**

8.3 Where Client Personal Data is transferred outside the United Kingdom, Qualforge will ensure that an appropriate transfer mechanism is in place, being one of:

(a) UK adequacy regulations covering the receiving country; (b) the International Data Transfer Agreement issued under section 119A of the Data Protection Act 2018; (c) the UK Addendum to the EU standard contractual clauses; or (d) another mechanism permitted by Chapter V of the UK GDPR,

together with a transfer risk assessment where one is required.

8.4 Qualforge will make the relevant transfer mechanism, and any transfer risk assessment, available to the Client on written request.

8.5 **At the date this Schedule is issued a transfer risk assessment exists for the Anthropic and Twilio legs, and none exists for the Retell leg, which carries the call audio, the recording and the transcript and the onward processing at OpenAI and ElevenLabs, nor for the Cal.com leg, nor for Google Workspace, whose location of processing is not yet established. Qualforge will produce one before Client Personal Data is transferred outside the United Kingdom,** and clause 8.3 of this Schedule is a commitment Qualforge must complete before it does so.

8.6 Qualforge will tell the Client without undue delay if it becomes unable to maintain an appropriate transfer mechanism, and the parties will agree what to do, including suspending the affected processing.

9 · ASSISTANCE WITH DATA SUBJECT RIGHTS · Article 28(3)(e)

9.1 If a data subject contacts Qualforge directly about Client Personal Data, **Qualforge will not respond to the substance.** Qualforge will pass the request to the Client without undue delay, and will tell the data subject that the Client is the controller and that the request has been passed on.

9.2 Qualforge will assist the Client, by appropriate technical and organisational measures, in responding to requests to access, rectify, erase, restrict, port or object, and to any objection to direct marketing.

9.3 **The assistance Qualforge can actually give, described honestly:**

Right	What Qualforge provides	Limits
Access and portability	The self-service export at clause 21 of the Agreement produces the Client's records as CSV. The Client can run it without asking Qualforge, at any time, including during a suspension	The export is whole-instance. It is not a per-data-subject extract, and the Client must locate the individual's records within it
Objection to direct marketing	The suppression register records the opt-out, applies it across every channel, and cannot be deleted or overridden. See clause 25 of the Agreement	Cross-channel suppression is designed and is not yet proven in operation. Annex 2 Part B item 8
Rectification	The Client can edit records itself in the Service	None
Erasure	Qualforge will delete an individual's records from the Client's Instance on the Client's written instruction	No per-data-subject erasure tool exists at the date this Schedule is issued. Erasure of one individual is a manual database operation carried out by a Qualforge director. It will be completed within five Working Days of the instruction. See Annex 2 Part B item 7
Restriction	Qualforge will suppress an individual from all Agent activity on the Client's written instruction, which achieves restriction of processing in practice	Restriction is implemented through the suppression register, not through a separate flag

9.4 Qualforge provides this assistance at no charge, unless a request is manifestly unfounded, excessive or repetitive, in which case Qualforge may charge a reasonable fee agreed with the Client in advance.

9.5 **A suppression record survives erasure.** Where a data subject has opted out, Qualforge retains the minimum information needed in order to keep honouring the opt-out, because deleting it would allow that person to be contacted again. It is recorded as a retained item on the deletion certificate. Clause 25.7 of the Agreement applies.

9.6 Qualforge will tell the Client without undue delay if it receives a request or complaint from a supervisory authority relating to Client Personal Data, unless the law prohibits it.

9.7 **Assistance under this clause continues during a suspension for non-payment.** A Client whose Service is suspended under clause 17 of the Agreement remains the controller, remains obliged to answer a data subject, and keeps its sign-in and its export for that purpose.

10 · ASSISTANCE WITH ARTICLES 32 TO 36 · Article 28(3)(f)

10.1 Qualforge will assist the Client in complying with its obligations under Articles 32 to 36 of the UK GDPR, being security of processing, breach notification to the supervisory authority and to data subjects, data protection impact assessments, and prior consultation, taking into account the nature

of the processing and the information available to Qualforge.

10.2 Qualforge will provide the Client with the information the Client needs in order to carry out a data protection impact assessment relating to the Service, including the content of Annex 1 and Annex 2 and a description of how each Agent works.

10.3 Qualforge will provide reasonable assistance with a supervisory authority investigation relating to Client Personal Data.

11 · PERSONAL DATA BREACH

11.1 Qualforge will notify the Client of a personal data breach affecting Client Personal Data without undue delay, and in any event within 48 hours of becoming aware of it.

11.2 The notification will describe, so far as Qualforge knows at the time:

(a) the nature of the breach, including what happened and when; (b) the categories and approximate number of data subjects affected; (c) the categories and approximate number of records affected; (d) the likely consequences; (e) the measures taken or proposed to address it and to mitigate its effects; and (f) the name and contact details of the Qualforge person dealing with it.

11.3 Qualforge will not delay the first notification in order to make it complete. Qualforge will send what it knows within the 48 hours and will keep the Client updated in phases as it learns more.

11.4 Qualforge keeps an authentication log on each Instance, retained for ninety days, wiped with the Client Data and counted on the deletion certificate.

11.5 Qualforge will not notify the supervisory authority or any data subject about a breach of Client Personal Data unless the Client instructs it to, or the law requires Qualforge to do so. Notification to the Information Commissioner under Article 33 is the Client's decision, because the Client is the controller. Qualforge will provide the information the Client needs in order to make and to meet that decision within the Client's own 72-hour deadline, which is why the period in clause 11.1 of this Schedule is 48 hours and not 72.

11.6 Qualforge will cooperate with the Client and take the steps the Client reasonably directs to assist in the investigation, mitigation and remediation of a breach.

11.7 Qualforge will keep a record of every personal data breach affecting Client Personal Data, as Article 33(5) requires.

11.8 ☐ Qualforge has no written incident response plan at the date this Schedule is issued, and the period in clause 11.1 of this Schedule has never been rehearsed. Qualforge will write that plan and rehearse the notification period before the Client's Personal Data is processed under this Schedule, and will confirm to the Client in writing that it has done so. The 48-hour period in clause 11.1 of this Schedule binds Qualforge in the meantime.

12 · DELETION OR RETURN ON TERMINATION · Article 28(3)(g)

12.1 At the end of the Agreement Qualforge will, **at the Client's choice**, delete or return all Client Personal Data, and delete any existing copies, unless the law requires Qualforge to retain it.

12.2 In practice the Client gets both: an export before anything is disabled, under clause 21.5 of the Agreement, and deletion thirty days after the Agreement ends, under clause 22 of the Agreement.

12.3 Deletion covers the database, the server the Instance ran on, the encrypted off-site backups, and every sign-in account other than Qualforge's own operator accounts.

12.4 Deletion produces a numbered certificate recording the date, the person who authorised it, and a count of what was removed. Qualforge sends the certificate to the Client.

12.5 What Qualforge retains after deletion, and the lawful basis for it, is set out at clause 22.4 of the Agreement. It is limited to: the deletion certificate and export log records, which contain counts, dates, names of authorisers and hashes but no business data; financial records for the period tax law requires; ordinary business correspondence; and the minimum suppression records under clause 9.5 of this Schedule.

12.6 **Where the Client cancels**, the Service runs to the end of the paid period, the export at clause 21.5 of the Agreement is run before anything is disabled, and deletion follows thirty days after the Agreement ends. **Cancelling does not accelerate deletion and does not shorten the export window.**

12.7 **Where a payment has lapsed**, deletion follows the sequence at clause 17 of the Agreement: suspension, thirty days to reinstate or to export, termination, then thirty days, then deletion.

Suspension for non-payment does not delete Client Personal Data. Clause 17.5(c) of the Agreement applies.

12.8 Where Client Personal Data has been transferred to a Sub-processor, Qualforge will procure its deletion by that Sub-processor on the same timetable, so far as the Sub-processor's terms permit, and will tell the Client where they do not.

13 · INFORMATION AND AUDIT · Article 28(3)(h)

13.1 **Subject to clause 13.2 of this Schedule**, Qualforge will make available to the Client all information necessary to demonstrate compliance with Article 28, and will **allow for and contribute to audits, including inspections**, by the Client or by an auditor the Client appoints.

13.2 In practice:

(a) Qualforge will complete a written data protection questionnaire once in any twelve month period at no charge; (b) Qualforge will provide the current version of Annex 2 and any material change to it; (c) an on-site or technical audit requires at least **thirty days written notice**, must be carried out in business hours, must not disrupt other clients or Qualforge's operations, must be limited to what is necessary to verify compliance with this Schedule, and the auditor must sign a confidentiality undertaking and must not be a competitor of Qualforge; and (d) the Client pays Qualforge's reasonable costs of an audit beyond the annual questionnaire, unless the audit identifies a material breach of this Schedule by Qualforge, in which case Qualforge bears those costs and remedies the breach at its own cost.

13.3 **Qualforge holds no certification and no third party audit report as at the date of this version, 6 October 2026.** There is no ISO 27001, no SOC 2 and no Cyber Essentials. No third party has audited the measures in Annex 2. Qualforge will update this clause if that changes.

13.4 Nothing in clause 13.2 of this Schedule limits the powers of a supervisory authority, or the Client's obligation to satisfy one.

14 · THE CLIENT'S OBLIGATIONS AS CONTROLLER

14.1 The Client warrants and undertakes that:

(a) it is the controller of Client Personal Data and has the right to instruct Qualforge to process it; (b) it has a lawful basis under UK GDPR for each purpose for which the Service processes Client Personal Data, and has recorded that basis; (c) it has complied with PECR for each direct marketing channel the Service uses on its behalf, including any consent or soft opt-in requirement, and will continue to do so; (d) it has provided data subjects with the privacy information UK GDPR requires, under Article 13 or Article 14 as applicable, and **its own privacy notice covers the processing the Service carries out and names the categories of recipient where required, including Qualforge and the Sub-processors in Annex 3**; (e) the personal data it puts into the Service is accurate, is limited to what is necessary, and does not include special category personal data or criminal offence data unless Qualforge has agreed in writing in advance and Annex 1 has been updated; (f) its instructions to Qualforge will not require Qualforge to breach Data Protection Law; and (g) it will keep its own record of processing under Article 30(1).

14.2 Clauses 24 and 25 of the Agreement set out the Client's operational obligations on lawful basis, opt-outs and suppression, and bind the Client as well as Qualforge.

14.3 The Client will respond within a reasonable time to a request from Qualforge for an instruction, and will not leave Qualforge processing without one.

14.4 **Qualforge will give the Client, at handover, the text the Client needs for its own privacy notice** in order to satisfy clause 14.1(d) of this Schedule, covering the processing the Agents carry out and the categories of recipient. **That text names the recipients recorded in Annex 3. Where a cell in Annex 3 is still open at handover, Qualforge will say so in the text it supplies, will not present the notice as complete, and will send the Client the completed wording as soon as the cell is filled. Qualforge will not begin contacting the Client's Enquirers until Annex 3 is complete.** The Client remains responsible for the content of its own notice.

15 · LIABILITY AND INDEMNITY

15.1 Liability under this Schedule is subject to clause 31 of the Agreement, except as this clause provides.

15.2 **The Client indemnifies Qualforge** against any fine, penalty, compensation, claim, loss, and reasonable legal and investigation cost that Qualforge incurs as a direct result of:

(a) the Client's breach of clause 14 of this Schedule; (b) the Client's breach of clause 24.2 of the Agreement; or (c) an instruction from the Client that Qualforge has told the Client, in writing under clause 4.3 of this Schedule, infringes Data Protection Law and which the Client has nonetheless required Qualforge to carry out.

15.3 **The indemnity at clause 15.2 of this Schedule is not subject to the cap in clause 31.4 of the Agreement**, as clause 31.5 of the Agreement provides.

15.4 Qualforge's liability for its own breach of this Schedule is subject to the cap in clause 31.4 of the Agreement. **Whether data protection liability should instead be carved out of that cap, in whole or in part, is a point for a solicitor and is recorded as an outstanding item.**

15.5 Nothing in this Schedule affects a data subject's rights against either party, or a supervisory authority's powers against either party.

15.6 Where both parties are held liable for the same damage under Article 82, each will bear the share attributable to its own responsibility.

15.7 **Qualforge holds no professional indemnity cover and no cyber cover.** The cap at clause 31.4 of the Agreement is therefore the practical limit of what Qualforge can meet, as well as the contractual one. **Qualforge will tell the Client if that changes.**

16 · TERM AND SURVIVAL

16.1 This Schedule applies for as long as Qualforge processes Client Personal Data, whether or not the Agreement is in force.

16.2 Clauses 5, 9.5, 11.7, 12, 13 and 15 **of this Schedule** survive the end of the Agreement.

16.3 If the Agreement is amended, this Schedule continues to apply unless it is expressly amended in writing.

16.4 **This Schedule continues to apply in full during a suspension under clause 17 of the Agreement or clause 32 of the Agreement.** A suspension changes what the Agents do. It does not change what Qualforge owes the Client, or the Client's own customers, in respect of personal data.

ANNEX 1 · DETAILS OF THE PROCESSING

Required by Article 28(3). Completed per client where the Order Form adds anything.

Subject matter

The provision of the Service: AI agents that handle enquiries, qualification, quote follow-up, booking, review requests and reactivation for the Client's business, running on a single-tenant Instance that Qualforge owns and operates.

Duration

From the Start Date until deletion under clause 22 of the Agreement, being thirty days after the Agreement ends. Where the Service is suspended for non-payment, the duration extends through the suspension, the reinstatement window and the notice period at clause 17 of the Agreement.

Nature of the processing

Collection, recording, organisation, structuring, storage, adaptation, retrieval, consultation, use, transmission, generation of text and speech by an AI model, disclosure to the Client, restriction, erasure and destruction.

Specifically, and only in respect of the Agents the Order Form records as supplied:

Activity	Agent	Channel
Answering an inbound call or message, capturing the enquiry, booking it	Quinn	Telephone, web chat, messaging

Activity	Agent	Channel
Scoring, filtering and routing an enquiry	Piper	Internal
Following up an unanswered quote	Marcus	SMS, email
Sending booking confirmations, reminders and reschedules	Nora	SMS, email
Requesting a review after a completed job, and alerting the Client to dissatisfaction	Theo	SMS, email
Contacting past customers and dormant enquiries	Isla	SMS, email
Answering the Client's own questions about its data	ARIA	Internal
Recording an opt-out and suppressing future contact	All	All
Producing an export of the Client's records	Platform	Download
Backing up the Instance	Platform	Encrypted, off the application server

Call metering. Where the Order Form includes a voice Agent, the Service records, for each call the Service answers: the time it started, the time it ended, the billable duration in seconds, the direction of the call, an identifier for the call and an identifier for the Agent. **That record is append-only, is held on the Client's own Instance, is never edited and never deleted, and exists so that the Client can check any minute charged under clause 12.13 of the Agreement.** It is deleted with the rest of the Client Data under clause 22 of the Agreement.

Purpose of the processing

To operate the Client's enquiry handling, qualification, follow-up, booking, review requests and customer reactivation, on the Client's behalf, in the Client's name, for the Client's business.

Types of personal data

- Name
- Telephone number
- Email address
- Postal address of the job or property, where the Client's business needs it
- The content of what the person said or wrote: call transcript, the call recording, which is made of every call the voice Agent handles and is disclosed to the caller in the Agent's opening words, SMS, web chat and email content
- Records of the enquiry: what was asked for, what was quoted, what was booked, what was declined
- Records of contact: what was sent, when, and by which channel. **Delivery is recorded on SMS at carrier level. Email delivery and bounce status are not currently recorded**, so an email that fails to arrive is not distinguished in the record from one that arrives

- Opt-out and suppression records, including the reason and the route
- The Client's own staff details, for sign-in and support

Special category personal data and criminal offence data are not within the intended scope of the processing. The Client must not put them into the Service unless Qualforge has agreed in writing in advance and this Annex has been updated. See Schedule 4 item 9 of the Agreement.

Stated plainly, because it is foreseeable rather than theoretical: an Enquirer may volunteer information revealing health, disability, religious observance or a similar matter in the course of an ordinary message, for example when explaining why a job is urgent. **The Agents do not detect or filter for this, and Qualforge does not warrant that they do.** Where it happens, the data is incidental, is not used for any purpose beyond handling that enquiry, and is deleted with the rest of the Client Data. The Client should not treat "not within intended scope" as a statement that it cannot occur. Whether that treatment is adequate is a question for a solicitor and is recorded as an outstanding item.

Categories of data subject

- The Client's customers
- People who have made an enquiry to the Client's business by any channel the Service handles
- Past customers and dormant enquiries where the Order Form includes Isla
- The Client's own directors, partners and staff who use the Service

Retention

For the duration set out above. The Client can delete individual records at any time. All Client Personal Data is deleted thirty days after the Agreement ends, under clause 22 of the Agreement, except for the retained items at clause 12.5 of this Schedule. **Two Sub-processors hold copies on retention periods Qualforge has set in its own accounts with them: Retell holds call recordings, transcripts and call records for 180 days from the call, and Twilio holds SMS message content and delivery logs for 180 days from the message, each deleted by that provider at the end of its period. Those periods run from the call or the message and not from the end of the Agreement, so a copy may remain at that Sub-processor for up to 180 days after deletion under clause 22, and clause 12.8 of this Schedule applies to it.**

ANNEX 2 · TECHNICAL AND ORGANISATIONAL MEASURES

This Annex describes what exists. Part B describes what does not. Part B is published deliberately and is as much a part of this Schedule as Part A. Every statement in Part A is taken from Qualforge's own build and test records.

PART A · WHAT IS IN PLACE

Separation between clients

- Each client has its **own Instance**: its own directory, its own port, its own database and its own environment file, on a server Qualforge controls, reached at its own subdomain.
- Client data is **not pooled**. There is no shared database and no shared table across clients.
- Instances are provisioned by a scripted process that verifies the artefacts it ships against a manifest, asserts the new Instance is clean, and rolls back rather than leaving a half-built

Instance.

Access control

- Sign-in accounts are per Instance. The Client's administrator sets its own password from a one-time link emailed to it. Nobody at Qualforge sees or reads out the password.
- Sign-in is required on every provisioned Instance by explicit configuration.
- Machine access to platform routes uses **scoped, revocable actor keys**. A key is issued for a named purpose, is scoped to the routes that purpose needs, records itself as the author of anything it writes, and can be revoked individually without affecting anything else.
- Password, calendar token and export token comparisons are timing-safe.
- Login rate limits: ten failures per IP address in fifteen minutes, and five failures per account in fifteen minutes with a lockout during which the correct password is refused.
- Ingest endpoints are rate limited per IP address, with a separate and smaller budget for requests presenting an invalid key.
- Environment files are written root-owned at mode 0600.

Backups and recovery

- Backups are taken by database snapshot, with an integrity check and per-table row counts on every run.
- Backups are encrypted with **AES-256-GCM** and are verified by a decrypt-and-reverify round trip on every run.
- The environment file is encrypted separately.
- Backups are held **off the application server**, on separate storage, over SFTP, on a retention schedule of seven daily, four weekly and six monthly.
- Restore has been tested by destroying a database and restoring it, with row counts matched against the backup manifest. A wrong key fails closed.
- Backup age is reported to a health endpoint and flagged when stale.

Application protection

- Security headers on every response, including a content security policy with boot-time hashes of the application's own inline scripts, and frame-ancestors set to none.
- Request body capped at 2 MB and URL length capped at 4 KB.
- An authentication log per Instance, retained ninety days, wiped with the Client Data and counted on the deletion certificate.
- Encryption in transit by TLS on every route, verified from outside the network at provisioning time.

Suppression

- A suppression register per Instance. A suppression is recorded with the route it arrived by and the reason for it, cannot be deleted, and has no delete path in the code. It is designed to apply across every channel, and Part B item 8 states the current limit on that design.
- STOP keyword handling on SMS, answered by the Client's Instance, which records the opt-out and replies. HELP is answered by Twilio's default text until the Client's own HELP, STOP and START texts are set on the Client's Messaging Service in the Twilio console, which is a handover step under clause 25.1 of the Agreement.
- Verbal opt-out on a call and an opt-out entered by an operator are both recordable, with the route recorded rather than assumed.

Deletion

- A whole-Instance wipe that removes contacts, pipeline, tasks, outreach, documents, agent roster, activity log, security log, and every non-administrator login and session.
- The wipe **refuses to run** unless a completed export exists from the previous seven days.
- A "Delete all data" control in the Client's sign-in, for administrators only. The administrator enters its password again and confirms by a one-time link emailed to it, which works once and for 30 minutes. The deletion is then booked for 24 hours later and can be cancelled in the sign-in until then. Every attempt, passed or failed, is emailed to Qualforge.
- Deletion produces a numbered certificate with a hash.
- A written checklist covers server destruction, off-site backup purge with a second verification on a fresh connection, API key revocation, and removal of DNS and integrations.

Export

- A self-service export available to the Client at any time, producing one CSV per table plus a plain-English guide and a summary page.
- Download links expire after twenty-four hours and require a signed-in session.
- Every export is logged with who ran it, when, per-table row counts and size.

Ingest and outcome routes

- The platform's lead ingest route and its lead and outcome routes were, when tested on 17 August 2026, exercised end to end against the live system with real payloads, including a call outcome moving a deal from Lead to Contacted. Authentication, key scoping and rate limiting were exercised in the same runs.
- A call outcome is recorded as its own channel, so a telephone call made by a human is never credited to an Agent, and a person who asks to be left alone on a call is recorded as a verbal opt-out from the dashboard rather than as a text message.

Voice call metering

- Every answered call is written once to an **append-only** table on the Client's own Instance, keyed on a unique event identifier so the same call cannot be counted twice. It has no update path and no delete path in the code.
- The Client's minute balance is **derived** from that table and can be rebuilt from it at any time. Where the two disagree, the table is authoritative.
- The Client can read the position, and the underlying calls for the period, from the Client's own sign-in.

Organisational

- Access to Client Personal Data is limited to the two directors.
- Provisioning verifies, repeatedly and finally as an authenticated administrator, that no Qualforge internal data is present on a client Instance before handover.

PART B · WHAT IS NOT IN PLACE, STATED PLAINLY

Part B is published deliberately. Qualforge would rather a Client knew what is not in place than discovered it later, and a regulator would expect to see it.

1. **No certification of any kind.** No ISO 27001, no SOC 2, no Cyber Essentials. No third party has audited any measure in Part A. **This is a technical or organisational measure that is not in place.**

2. **No penetration test** has been carried out. **This is a technical or organisational measure that is not in place.**
3. **No written incident response plan**, and no rehearsal of one. The 48-hour breach notification period at clause 11.1 of this Schedule has never been tested. **This is a technical or organisational measure that is not in place.**
4. **No standalone written information security policy.** **This is a technical or organisational measure that is not in place.**
5. **Host hardening is manual and not evidenced.** SSH hardening, firewall, fail2ban and unattended upgrades are carried out by hand by a director and are outside the automated build. **This is a technical or organisational measure that is not in place.**
6. **Backups sit with the same vendor as the servers.** Qualforge's own backup runbook flags this and records that a second-provider copy should be added. It has not been added. **This is a technical or organisational measure that is not in place.**
7. **No per-data-subject erasure tool.** Whole-Instance deletion exists. Deleting one individual on request is a manual database operation. Clause 9.3 of this Schedule states the commitment that applies in the meantime. **This is a technical or organisational measure that is not in place.**
8. **Cross-channel suppression is designed and is not yet proven in operation.** At the date this Schedule is issued, on Qualforge's own systems, an email unsubscribe does not reliably stop a telephone call by itself, and the suppression register holds no genuine objections. It has never been run against a client's list, because there are no clients. **Clause 25.3(b) of the Agreement therefore commits Qualforge to applying a suppression across every channel by a check made by a person against the register, until Qualforge has proved the automated route against a real list and told the Client in writing.** Clause 25.4 of the Agreement binds Qualforge either way. **This is a technical or organisational measure that is not in place.**
9. **Sub-processor data processing agreements are established, and one item within them is not.** Qualforge holds a signed agreement with **Retell**, executed 20 August 2026 in the name of Qualforge Ltd, and concluded Hetzner's Article 28 agreement on 27 August 2026. **Anthropic's and Twilio's addenda are incorporated by reference into their published terms rather than separately signed. The country of processing and the contracting entity are established for Anthropic, Twilio, Retell and Hetzner, each from a document Qualforge read on 27 August 2026 and named in the cell of Annex 3. Two items remain to be confirmed for Sub-processors in use: the transfer instrument that applies to Qualforge's own account with Cal.com, and, for Google Workspace, added in version 3, the contracting entity, the location of processing, the data processing terms and the transfer instrument that apply to Qualforge's own account.** The only other cell carrying UNVERIFIED belongs to the provider of an email or messaging channel Qualforge procures, which no Client has and which the table above carries as not in use. See clause 7.8 of this Schedule and Annex 3.
10. **No transfer risk assessment exists for the Retell leg, which carries the call audio, the recording and the transcript and the onward processing at OpenAI and ElevenLabs, nor for the Cal.com leg, nor for Google Workspace, whose location of processing is not yet established.** One exists for the Anthropic and Twilio legs, in house and not reviewed by a solicitor. See clause 8.5 of this Schedule. **This is a technical or organisational measure that is not in place.**
11. **The model provider's own terms have not been checked against clause 4.4 of this Schedule.** The commitment not to use Client Personal Data to train a model is made in this Schedule and the underlying contractual position has not been verified. **This is a technical or organisational measure that is not in place.**

12. **Two directors, no employees, no separate security or data protection function.** Both directors have full access to everything. No data protection officer is appointed, and Qualforge's assessment is that Article 37 does not require one, which is a point for a solicitor. **This is a technical or organisational measure that is not in place.**
13. **Qualforge has never had a client.** Every measure in Part A is described as built and tested. None of it is described as operated at scale, because it has not been. **This is a volunteered disclosure and not a technical or organisational measure. It is outside the warranty in clause 3.2 of this Schedule.**
14. **Calendar components currently run in an account held personally by a director. The Cal.com account that holds each Client's diary is held on a Qualforge company domain address by a director, and Qualforge has not read whether it is billed to Qualforge Ltd; it is recorded here as a director's account until that is read rather than in an account held by Qualforge Ltd.** Moving them into company-held accounts is named work and is not complete. **The voice half of this item is corrected and withdrawn.** Qualforge confirmed on 21 August 2026 that the voice Sub-processor account is held on a Qualforge company domain address and is billed to Qualforge Ltd. **There is no personal voice account and no migration of it is needed.** The wording that stood here was wrong: it read a default workspace name in the provider's dashboard as the name of the account holder. **The signed voice data processing agreement of 20 August 2026 is in the name of Qualforge Ltd,** and Annex 3 records it. **This is a technical or organisational measure that is not in place.**
15. **The published privacy page does not yet list Google Workspace among the providers used for the systems Qualforge runs for clients.** The page at qualforge.co.uk/privacy, dated 8 September 2026, describes the processor relationship and names the other Sub-processors in Annex 3, and Annex 5 records what it says. It names Google Workspace only as a provider Qualforge uses for its own business. Qualforge will add Google Workspace to the page's list of providers for client systems, with its transfer mechanism once Annex 3 records it. **This is a volunteered disclosure and not a technical or organisational measure. It is outside the warranty in clause 3.2 of this Schedule.**
16. **The voice meter is connected to the voice platform during onboarding.** The mechanism described under "Voice call metering" in Part A runs on the Service, and connecting it to the voice platform is a step of each Client's onboarding, so it receives the Client's answered calls from Handover. **No minute is charged to a Client until Qualforge has confirmed to the Client in writing that the record is receiving every answered call,** as clause 12.13(b) of the Agreement provides. **This is a volunteered disclosure and not a technical or organisational measure. It is outside the warranty in clause 3.2 of this Schedule.**
17. **A call marked as a test is recorded as a test and is not excluded from the derived total by the code as it stands.** Qualforge has committed at clause 12.13(a) of the Agreement not to bill for a test call, and honours that commitment by checking the record before invoicing rather than by relying on the software to do it. **This is stated because a Client is entitled to know which of Qualforge's promises are enforced by code and which are enforced by a person.** **This is a volunteered disclosure and not a technical or organisational measure. It is outside the warranty in clause 3.2 of this Schedule.**
18. **There is no encryption at rest on the live database.** Backups are encrypted, as Part A records and clause 6.5 of this Schedule provides. **The live database each Instance runs on is not.** **This is a technical or organisational measure that is not in place.**
19. **There is no multi-factor authentication on access to an Instance.** Not on a Client's sign-in to its own Instance, and not on Qualforge's administrative access to it. **Sign-in is by password alone,** with the rate limits and lockouts Part A records. **Qualforge's own accounts with its Sub-processors are a separate question and are not uniform.** At least one of them is protected by two-factor authentication, and Qualforge has not verified the position on each of

them. Qualforge will record the position here once it has. **This is a technical or organisational measure that is not in place.**

ANNEX 3 · APPROVED SUB-PROCESSORS

Current at the date this Schedule is issued. Clause 7.5 of this Schedule governs changes. **Where a cell reads UNVERIFIED, Qualforge has not been able to establish that information from a document it has read, and the cell says what has to be done to establish it.** Qualforge will give the Client the answer in writing as soon as it has it. **Every position recorded below that is not marked UNVERIFIED was taken from a document Qualforge read on 27 August 2026, and that document is named in the cell.**

Hetzner

What it does with Client Personal Data	Hosts each client Instance and its database, and holds the encrypted backups on separate storage
Location of processing	Germany, within the European Union, and that is now sourced rather than asserted. DPA section 3(1), read from the form of agreement 27 August 2026: "The provision of the contractually agreed upon data processing will occur exclusively in a member state of the European Union or in another member state party to the Agreement on the European Economic Area." Appendix 3 closes with: <i>"If you have chosen a server location within the EU, your data will only be processed within the EU. The technical and customer support services for all server locations are provided within the EU."</i> The server carrying the Instances, 167.233.115.123, is in Falkenstein, Germany. The RIPE registry records netname CLOUD-FSN1, holder Hetzner Online GmbH, country DE, read 27 August 2026. □ This is conditional on the server location Qualforge chooses, and it is not a static fact. Appendix 3 approves subcontractors outside the EU: in the USA, Hetzner US LLC, NTT Global Data Centers Americas, Inc. and QTS Investment Properties Hillsboro, LLC; and in Singapore, Hetzner Singapore Pte. Ltd. and NTT Global Data Centers SG1 Pte Ltd. Hetzner Finland Oy is approved for the Finland location and is within the EEA. None of the USA or Singapore subcontractors touches Client Personal Data today, and that is true only because every Qualforge server is provisioned in an EU location. □ Provisioning any Instance outside the EU would engage those subcontractors, would create a restricted transfer, and would require Chapter V cover under DPA section 3(2) to (4) and thirty days written notice to the Client under clause 7.5 of this Schedule. Qualforge will provision Client Instances in EU locations only. On the present configuration no restricted transfer arises and no Chapter V instrument is engaged
Contracting entity and transfer mechanism	Hetzner Online GmbH , Industriestrasse 25, 91710 Gunzenhausen, Germany, Ansbach Registration Office HRB 6089, VAT DE 812871812, named on the face of the Data Processing Agreement as the Processor. □ Article 28, and this row has changed. Qualforge concluded Hetzner's Article 28 Data Processing Agreement on 27 August 2026. Hetzner's agreement is not incorporated by its terms of service and is concluded in the customer account, where consent is given by ticking "I agree to the agreement" rather than by signature. The account page at https://accounts.hetzner.com/account/dpa records it under "AGREEMENTS YOU HAVE CREATED" as "Data processing agreement from Aug 27, 2026". The agreement is version 1.1 of 10 February 2025 and

	incorporates Appendix 2, the Technical and Organizational Measures, version 1.2 of 17 February 2026, and Appendix 3, Approved Subcontractors, version 1.0 of 8 August 2024. Both appendices are held on Qualforge's file. □ The executed copy in Qualforge's name is still to be filed. What is on Qualforge's disk is the form downloaded before conclusion, which carries no counterparty name in the Client block. The executed copy is available on the account page and has not been downloaded. Qualforge will download and file it, and until it does the conclusion is evidenced by the account page and not by a document on disk. Mechanism. Processing is within the EU, so no Chapter V transfer instrument is required and none of clause 8.3 of this Schedule is engaged. □ What this agreement does not do, and Annex 2 of this Schedule is where that matters. Hetzner's Technical and Organizational Measures state, for cloud servers: "You/the Client are completely responsible for the management, maintenance and security of the server." Regular updates, the audit-proof role and authorisation procedure, the maintaining and securing of transferred data, encryption of data at rest and encryption of backups at rest are each marked the Client's responsibility for cloud servers. Hetzner's own certifications cover the data centre, the network and Hetzner's staff access. They do not cover the inside of the Instance, which is Qualforge's Article 32 responsibility and is described in Annex 2 of this Schedule.
Status	Essential. Clause 7.6

Anthropic

What it does with Client Personal Data	AI model processing for the text Agents: the qualification and scoring of enquiries, the wording of messages, and the reasoning behind those decisions. Provides the ARIA assistant layer. The voice Agent's language model is not Anthropic. It is OpenAI, engaged by Retell, in the Retell row below. Receives the content of enquirer messages, transcripts and the Client's own business information
Location of processing	Routed across the United States, Europe, Asia and Australia. Stored at rest in the United States. Anthropic's published privacy centre states: "By default, we may route customer traffic to select countries in the US, Europe, Asia and Australia, unless otherwise agreed upon or at your instructions" and "Note that data is stored in the US." Read 27 August 2026. The same page records that internal processing for safety review, product support and incident response may occur in further countries where Anthropic or its affiliates operate, and that a US-only inference setting is available to organisations on the developer platform. Qualforge does not use that setting. Qualforge treats this as a transfer outside the United Kingdom and applies clause 8.3 of this Schedule
Contracting entity and transfer mechanism	Anthropic Ireland, Limited. Anthropic's published Commercial Terms state: "'Anthropic' means Anthropic Ireland, Limited if Customer resides in the European Economic Area ('EEA'), Switzerland or UK, and Anthropic, PBC if Customer resides anywhere else." Read 27 August 2026. Qualforge Ltd is registered in Scotland, company number SC888351, so it resides in the United Kingdom and the allocation is to Anthropic Ireland, Limited. The allocation is made by the terms themselves and is not a matter the parties negotiate. □ One point remains for Qualforge's own account records: that the account was opened on the Commercial Terms rather than the Consumer Terms. Qualforge will confirm that from its own account and invoices. Mechanism. Anthropic's Data Processing Addendum, effective 24 February 2025, is incorporated into the Commercial Terms by reference and applies without a separate signature. Anthropic's own privacy centre

	states: "When you accept Anthropic's Commercial Terms of Service, you also accept our DPA." The EU standard contractual clauses are incorporated at DPA section I.1, Module Two, controller to processor, and Module Three, processor to processor. The UK Addendum to the EU standard contractual clauses, being the template addendum version B.1.0 issued by the Information Commissioner, is incorporated at Schedule 3 section B, which is clause 8.3(c) of this Schedule. Anthropic is bound to process only in compliance with the customer's documented instructions at DPA section B.2. Governing law of the transfer terms is the law of the Republic of Ireland, at Schedule 3 section A.1. Sub-processor list cited at DPA Schedule 4 and published at https://www.anthropic.com/subprocessors. That address redirects to https://trust.anthropic.com/subprocessors, which returned no sub-processor list when Qualforge read it on 27 August 2026. A transfer risk assessment for this route exists and is held on Qualforge's file. 03_TRANSFER_RISK_ASSESSMENT.md, and it is in house and not reviewed by a solicitor
Status	Essential. Clause 7.6

Twilio

What it does with Client Personal Data	Telephony and SMS on the number used for the Client, including carrier-level opt-out. Receives telephone numbers, message content and delivery metadata. Qualforge does not currently offer a WhatsApp channel, and Annex A4 of the Order Form records the channels in use
Location of processing	The United States. Twilio's published sub-processor list, last updated April 2026 and read 27 August 2026, states that where a customer uses Regional Twilio for supported products the Customer Content is stored and processed in the region selected, being Ireland or Australia, and that "<i>all other data relating to your account and use of the Twilio Services will continue to be processed in the United States.</i>" Regional Twilio is opt-in per account and per product, and covers Messaging Services and Advanced Opt-Out but not MMS, WhatsApp, RCS or short codes. Which regional setting Qualforge's own account carries has not been read from the Twilio console, and it does not change the position recorded here, because account and usage data is processed in the United States whichever region is selected, and because Twilio states that during the current rollout it does not guarantee that all data will remain within a selected region. Qualforge treats this as a transfer outside the United Kingdom and applies clause 8.3 of this Schedule
Contracting entity and transfer mechanism	Twilio Ireland Limited, a company registered in the Republic of Ireland, registered address 70 Sir John Rogerson's Quay, Dublin 2, D02 R296, Ireland. Twilio's published Terms of Service allocate the contracting entity by where the customer's business entity is registered, and place a customer registered in the EEA, the United Kingdom or Switzerland with the Irish entity. Read 27 August 2026. Qualforge Ltd is registered in Scotland, which is the United Kingdom, so the allocation is to Twilio Ireland Limited. Twilio Inc., a Delaware corporation with a place of business at 101 Spear Street, 5th Floor, San Francisco, California 94105, is named as the data importer at section 2.4(d)(vi) of Twilio's published Data Protection Addendum. The two are consistent: the Irish entity contracts, the United States entity imports. Mechanism. The Addendum forms part of the agreement at section 1 and applies without a separate signature. The EU standard contractual clauses are incorporated at section 2.4: Module One, controller to controller, where Twilio processes as a controller;

	Module Two, controller to processor, where the customer is a controller; and Module Three, processor to processor, where the customer is a processor. Module Three is the one that applies to Qualforge, because Qualforge is itself a processor. □ For a transfer from the United Kingdom, section 2.5 provides: "Customer and Twilio agree that the UK International Data Transfer Agreement will apply to personal data that is transferred via the Services from the United Kingdom, either directly or via onward transfer, to any country or recipient outside of the United Kingdom" that is neither covered by a United Kingdom adequacy finding nor by the Twilio Binding Corporate Rules. That is the UK International Data Transfer Agreement at clause 8.3(b) of this Schedule and not the UK Addendum at clause 8.3(c), and the difference is recorded rather than smoothed over. Twilio is bound to process on the customer's instructions at section 4.2. Sub-processor list published at https://www.twilio.com/legal/sub-processors, read in full 27 August 2026
Status	Essential where the Order Form includes telephone or SMS. Clause 7.6

Retell

What it does with Client Personal Data	Voice Agent layer. Carries the call, records it, converts speech to text and text back to speech, and runs the voice Agent's language model. Receives call audio, the recording, the transcript and telephone numbers, and holds them for 180 days from the call under the retention Qualforge has set in its Retell account. Engages two sub-processors of its own on every call: OpenAI, whose model generates what the voice Agent says, and ElevenLabs, whose service produces the voice. Both are set in Qualforge's own configuration of the Agent at Retell and were read from it on 6 September 2026
Location of processing	The United States. Retell's published privacy policy of 20 July 2026, read 27 August 2026, states: "<i>Retell AI is based in the United States, and the personal information we collect is primarily stored and processed in the United States.</i>" Retell's published compliance documentation, read the same day, states: "<i>we do not currently operate services within the European Union</i>" and records that the service runs on Amazon Web Services under that provider's data processing addendum. The executed Data Processing Agreement names the data importer's main address as 1121 Industrial Ave., Suite 500, San Carlos, California 94070. The executed agreement itself does not state a country of processing. Qualforge treats this as a transfer outside the United Kingdom and applies clause 8.3 of this Schedule. □ The AWS regions behind the service are not established, because the Subprocessor List at DPA clause 1.21, which is where they would be stated, does not return a list. See the note below this table
Contracting entity and transfer mechanism	Retell AI, Inc., a Delaware corporation. □ A Data Processing Agreement was signed on 20 August 2026 in the name of Qualforge Ltd, DocuSign envelope 640CCD73-F248-8992-8352-7CD043D235F8, filed and read by Qualforge. This is the one Sub-processor in this table whose data processing agreement Qualforge has executed and holds. Mechanism. The EU standard contractual clauses are incorporated by reference at Schedule 3 section 2.1, with Module 2, controller to processor, and Module 3, processor to processor, both incorporated conditionally rather than one elected. The UK International Data Transfer Addendum to the EU standard contractual clauses issued by the Information Commissioner, version B1.0, in force 21 March 2022, is defined at Schedule 3 section 1.2 and applied to United Kingdom

	transfers, which is clause 8.3(c) of this Schedule. Designated EU governing law and designated EU member state are both Ireland. Retell is bound to process only in accordance with Customer Instructions at DPA clause 3.1(a), and those instructions are defined at clause 3.1(b) as providing the Cloud Service and performing the Agreement. ☐ The executed agreement contains no express no-training commitment. Clause 4.4 of this Schedule is therefore to be represented as processor-only and may not process outside our instructions, and never as an agreement not to train. The order of precedence at DPA clause 2.4 puts the standard contractual clauses first and that DPA second, both above Retell's main Terms of Service. ☐ Schedule 1 of the executed agreement records Qualforge Ltd's role as Controller. Where Qualforge acts as the Client's processor the correct role is processor, which is why Module 3 matters, and Qualforge will ask Retell to correct Schedule 1. Onward transfer to OpenAI and ElevenLabs. Qualforge has no contract with either. Each is engaged by Retell under section 4 of the executed agreement, which gives Retell general authorisation to engage sub-processors, requires Retell to bind each by written agreement to obligations substantially the same as its own, and keeps Retell liable for their acts and omissions. OpenAI's published sub-processor list, last updated 9 July 2026 and read 7 September 2026, names OpenAI, LLC, OpenAI Ireland Ltd. and OpenAI UK Ltd. among its entities and records its cloud infrastructure across a set of countries that includes the United States and the United Kingdom. ElevenLabs's published privacy policy, updated 20 May 2026 and read 7 September 2026, names Eleven Labs Inc. of New York and states that all personal data is transferred to the United States for storage, under the UK Extension to the EU-US Data Privacy Framework and the EU standard contractual clauses. Both legs are onward transfers from Retell in the United States, and the instrument that covers the leg out of the United Kingdom is the Retell one recorded in this cell. Sub-processor list published at https://trust.retellai.com/subprocessors. ☐ That page returned no sub-processor list when Qualforge read it on 27 August 2026, so OpenAI and ElevenLabs are named here from Qualforge's own Agent configuration and not from Retell's list. The account through which the voice layer runs is held on a Qualforge company domain address, is billed to Qualforge Ltd, and the workspace is named Qualforge Ltd, confirmed 27 August 2026
Status	Essential where the Order Form includes a voice Agent. Clause 7.6

Cal.com

What it does with Client Personal Data	Holds the Client's diary for the voice Agent's bookings: a schedule built from the Client's opening hours, an event type for site visits, and each booking the Agent makes, which Cal.com sends back to the Client's Instance by signed webhook. Receives the enquirer's name, telephone number, the address of the job and the appointment time. Where an enquirer gives no email address, the booking is recorded against a holding address in Qualforge's own mailbox so that the diary accepts it. The enquirer then receives no confirmation email, and the copy in that mailbox is Client Personal Data under this Schedule. The Client logs into nothing at Cal.com. The Client's own phone or calendar reads the diary from the Client's Instance
Location of processing	The United States. Cal.com's published privacy policy, effective 20 August 2026, read 7 September 2026, states: "We're a US company and data is processed in the United States. Some subprocessors process it elsewhere." Qualforge treats this as a transfer outside the United Kingdom and applies clause 8.3 of this Schedule

Contracting entity and transfer mechanism	Cal.com, Inc. , 2261 Market Street #4382, San Francisco, CA 94114, United States, as named in that policy. Mechanism. The same policy states: " <i>For transfers out of the EEA, UK or Switzerland we rely on Standard Contractual Clauses or an adequacy mechanism such as the EU-US Data Privacy Framework.</i> " UNVERIFIED: which of those instruments applies to Qualforge's own account, and whether Cal.com's data processing agreement is concluded for that account. Qualforge will read its account terms at Cal.com, conclude the agreement where it is not concluded, record the instrument here and confirm it to the Client in writing. The account is the calendar account described at Annex 2 Part B item 14
Status	Essential where the Order Form includes booking. Clause 7.6

Google Workspace

What it does with Client Personal Data	Qualforge's own mailbox, team@qualforge.co.uk. Sends the Client's administrators the one-time links to set a password and to confirm an export or a deletion, and receives a copy of every such request. Receives the copy of a Cal.com booking made against Qualforge's holding address where an enquirer gives no email address, as the Cal.com row records. Receives the names and email addresses of the Client's staff who use those links and, for those bookings, the details Cal.com sends for the booking
Location of processing	UNVERIFIED. Qualforge has not read where Google processes the data in its account. Qualforge will read it from Google's terms for its account and record it here
Contracting entity and transfer mechanism	UNVERIFIED. The contracting entity, the data processing terms that apply to Qualforge's account and the transfer instrument have not been read. Qualforge will read them from its Google Workspace account and Google's published terms, record them here and confirm them to the Client in writing. Item 9 below
Status	In use. Added in version 3 of this Schedule

The provider of an email or messaging channel Qualforge procures

What it does with Client Personal Data	Would send and receive email or messages on the Client's behalf where Annex A4 of the Order Form records that Qualforge procures the channel rather than the Client connecting its own. Would receive email addresses, message content and delivery metadata
Location of processing	UNVERIFIED
Contracting entity and transfer mechanism	UNVERIFIED, and no provider is named because Qualforge has not procured this channel for any Client and has no Client. Annex A4 of the Order Form offers the option, so the row is carried here rather than left out. Qualforge will name the provider in this Annex, and will give the Client at least thirty days written notice under clause 7.5 of this Schedule, before any email or message is sent through a channel Qualforge procures. Where the Client connects its own provider, the row below governs instead
Status	Not in use. No Client has this channel

The Client's own email provider

What it does with Client Personal Data	Sends email from the Client's own domain where the Order Form includes email
Location of processing	Determined by the Client's provider
Contracting entity and transfer mechanism	The Client's own contract with its provider
Status	Used only where the Client connects it. The Client's own processor rather than Qualforge's Sub-processor

The Client's own calendar provider

What it does with Client Personal Data	Reads and writes the Client's calendar where the Order Form includes booking
Location of processing	Determined by the Client's provider
Contracting entity and transfer mechanism	The Client's own contract with its provider
Status	Used only where the Client connects it. The Client's own processor rather than Qualforge's Sub-processor

Stripe is deliberately not in the table above, and here is why. Stripe processes the **Client's own** payment and contact details in order to take the fees under the Agreement. It does not receive the Client's customers' or Enquirers' data, and no Agent sends anything to it. That processing is Qualforge's own, under clause 2.2(a), where **Qualforge is the controller and not the Client's processor**. It is therefore a matter for Qualforge's **own** privacy policy, where Annex 5 paragraph 3 places it, and not for this Annex. If that ever changes, and any Client Personal Data reaches Stripe, Stripe is added here under clause 7.5 of this Schedule on thirty days notice.

Smartlead is deliberately not in the table above either, and the reason is the same one. Smartlead is the tool Qualforge uses to send its **own** cold email to its **own** prospects, in Qualforge's own name, from Qualforge's own mailboxes. **Every record in it is a business Qualforge is marketing to. None of it is Client Personal Data, no Client's Enquirer is in it, and no Agent supplied to a Client sends anything through it.** In that processing **Qualforge is the controller**, which is the position the signed Legitimate Interests Assessment version 2 is built on. Smartlead therefore belongs in Qualforge's Article 30 record and in Qualforge's own privacy notice, both of which name it, and not in this Annex, which lists the Sub-processors that receive **Client Personal Data**. □ **This is not a statement that the Smartlead position is in order.** Qualforge holds no data processing agreement with Smartlead, has not established the contracting entity and has not established the country of processing, and Qualforge's own Article 30 record carries all three as open. **That is Qualforge's own controller-side gap and it is tracked there.** If Qualforge ever procures the email channel at Annex A4 of an Order Form and uses Smartlead for it, Smartlead becomes a Sub-processor of Client Personal Data, the row above stops being hypothetical, and Smartlead is named in it on thirty days written notice under clause 7.5 of this Schedule. **A draft of that row, for use only on that day and not operative now:**

~~Smartlead~~ (not operative. For use only if Qualforge procures the email channel under Annex A4)

What it does with Client Personal Data	Would send email on the Client's behalf and store the Client's Enquirer contact records for the purpose of that sending. Would receive email addresses, names, message content and delivery and reply metadata
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Location of processing	UNVERIFIED. To be established from Smartlead's own data processing agreement and sub-processor list before this row is made operative
Contracting entity and transfer mechanism	☐ UNVERIFIED. No data processing agreement is held, the contracting entity is not established and no transfer instrument is identified. This row may not be made operative until all three are read from Smartlead's own documents and recorded here, and until thirty days written notice has been given under clause 7.5 of this Schedule
Status	Not in use for any Client. Used today only for Qualforge's own controller-side marketing, which is outside this Annex

What has closed in this Annex, and what is still open.

Closed on 27 August 2026, each read at source on the day and named in its cell: the location of processing for **Hetzner, Anthropic, Twilio and Retell**; the contracting entity for all four; the transfer instrument and the modules of the standard contractual clauses for **Anthropic, Twilio and Retell**; and the finding that no Chapter V instrument is required for **Hetzner**. **The 25 August version of this Annex recorded six cells as UNVERIFIED. Five of them are now closed.**

☐ **Updated the same evening, and it changes the Hetzner row rather than the count.** Qualforge concluded Hetzner's Article 28 Data Processing Agreement on 27 August 2026, which closes the one item in this Annex that was a gap rather than a question. **Every limb of the Hetzner row is now sourced: the location from DPA section 3(1) and Appendix 3, the entity from the face of the agreement, the Article 28 terms from the account page.** What is outstanding is the filing of the executed copy, not the agreement. **On that date the count of UNVERIFIED cells for Sub-processors in use was unchanged at one. Version 3 of this Schedule, 6 October 2026, adds the Google Workspace row, whose open cells are item 9 below.**

What remains open is narrower, and is named here rather than left as a general caveat:

- ☐ **Hetzner's executed Data Processing Agreement is not on Qualforge's disk. The agreement is concluded, on 27 August 2026, and the account page records it. What Qualforge holds on file is the form downloaded before conclusion, together with the two appendices it incorporates. Qualforge will download the executed copy from <https://accounts.hetzner.com/account/dpa> and file it.** Until it does, this row is evidenced by an account page rather than by a document, and the Client is told so here rather than left to assume otherwise.
- Two items remain to be confirmed for Sub-processors in use: the transfer instrument that applies to Qualforge's own account with Cal.com, and, for Google Workspace, added in version 3, the contracting entity, the location of processing, the data processing terms and the transfer instrument that apply to Qualforge's own account.** The only other cell carrying UNVERIFIED belongs to the provider of an email or messaging channel Qualforge procures, which no Client has and which the table above carries as not in use.
- Two published sub-processor lists still cannot be read.** <https://trust.anthropic.com/subprocessors> and <https://trust.retellai.com/subprocessors> were fetched again on **27 August 2026. Neither returned a sub-processor list.** Both are client-rendered trust centres. Qualforge names those addresses because each provider's own contract names them, and not because Qualforge has read what is on them. **Qualforge will obtain each list from the provider directly and will record what is on it here.** A Client may ask for the current position at any time and Qualforge will give it in writing.

4. **Two confirmations for Qualforge's own account records**, neither of which changes a position above: that the Anthropic account was opened on the Commercial Terms rather than the Consumer Terms, and which Regional Twilio setting the Twilio account carries.
5. **The transfer risk assessment required by clause 8.5 of this Schedule covers Anthropic and Twilio only.** It does not cover Retell, which is the only single-leg United Kingdom to United States transfer of the three and carries the onward legs to OpenAI and ElevenLabs, and it does not cover Cal.com or Google Workspace.
6. ☐ **Schedule 1 of the executed Retell agreement records Qualforge Ltd as Controller.** Where Qualforge acts as a Client's processor that is the wrong role, and Qualforge will ask Retell to correct it.
7. ☐ **Hetzner's subcontractor list needs periodic checking and nobody owns that. DPA section 7(3) gives the Client fourteen days to object to a new or replaced subcontractor, and provides that if the Client does not object within that period it will be assumed that the Client agrees to the change. Silence is consent.** Appendix 3 was read once, on 27 August 2026. A single read does not discharge a standing right, and section 7(4) allows the fourteen days to be shortened in special circumstances. **Qualforge will check the published Appendix 3 on a named cadence and record each check.**
8. ☐ **An independent annual audit of Hetzner's measures exists and Qualforge does not hold it. DPA section 8(3) requires Hetzner to have its Technical and Organizational Measures reviewed at least once a year by an independent and qualified party, and provides that the results are made available to the Client without being requested and free of charge at <https://accounts.hetzner.com/account/dpa>.** A report by TÜV Rheinland dated 19 February 2026 is available on that page. **It has not been downloaded, read or filed.** It is marked confidential and may be passed on only to Qualforge's own processors under this Schedule, so it may not be handed to a Client. **It is evidence for clause 13.2 of this Schedule and it is free.**
9. **Google Workspace, added in version 3 of this Schedule.** Qualforge's own mailbox, team@qualforge.co.uk, is a Google Workspace mailbox. It sends the Client's sign-in emails and receives the copy of a Cal.com booking made against Qualforge's holding address, so it holds Client Personal Data. **Its contracting entity, data processing terms, location of processing and transfer instrument have not been read from a document, and the row above marks each UNVERIFIED.** Qualforge will read them from its own Google Workspace account and Google's published terms, record them in that row and confirm them to the Client in writing before the Service contacts any of the Client's Enquirers.

On signed agreements. Qualforge holds one executed data processing agreement, with Retell, signed 20 August 2026 in the name of Qualforge Ltd. Anthropic's and Twilio's addenda are incorporated into their terms by reference rather than separately signed, which is how each of those two providers contracts and is not in itself a gap. **Hetzner's is neither incorporated by its terms nor signed on paper. It is concluded in the customer account, and Qualforge concluded it on 27 August 2026. Item 1 above is the filing that evidences it.**

No Sub-processor that receives Client Personal Data is omitted from the table above. The email or messaging channel row is carried even though no Client uses it, so that the table is already complete on the day one does.

ANNEX 4 · THE OUTBOUND CONTACT RAIL, DESCRIBED

Not an operative part of this Schedule. It is included so that the Client can see exactly what the Service does on the Client's behalf, and the facts bearing on the open question at the head of this Schedule, set out in one place and without a conclusion.

What happens, step by step

1. A member of the public contacts the **Client's** business, by telephone, through the Client's website, or by another channel the Client operates. They are enquiring about work for themselves.
2. The Client quotes for the work.
3. The quote is not answered.
4. The Service sends up to five SMS messages to that person over a defined cadence, and may also send email.
5. The messages go **from the Client's own telephone number or address, in the Client's name, about the Client's quote.**
6. **Qualforge writes the cadence, holds the record, and dispatches the messages.** The Client does not press send.
7. If the person replies STOP, opts out at carrier level, or asks not to be contacted in any other way, the suppression register records it and Qualforge sends no further message on any channel. Clause 25.3(b) of the Agreement and Annex 2 Part B item 8 state how that is currently done.

What the Service does not do on this rail

It does not initiate contact with a stranger. A decision recorded on 7 August 2026 limits the rail to people who have already contacted the Client. Clause 24.4 of the Agreement carries that limit into the contract.

The facts pulling each way, set out without a conclusion

Towards Qualforge being a processor:

- The records are the Client's, obtained by the Client, from the Client's own enquirers.
- The message is sent from the Client's number, in the Client's name, about the Client's quote.
- The Client decides who is in the list, and can stop the Service at any time by written request, which Qualforge acts on within one Working Day under clause 10.4 of the Agreement.
- The commercial benefit of the message is the Client's.
- The Client is the party with the customer relationship and the party the enquirer thinks they are dealing with.

Towards Qualforge being a controller, or a joint controller:

- Qualforge designs the cadence: how many messages, how far apart, and what they say.
- Qualforge decides the mechanics of the opt-out and holds the suppression register.
- Qualforge dispatches the message.
- Qualforge's own ICO registration is a controller registration.
- Until 8 September 2026 Qualforge's published privacy policy said "we are the data controller" and described no processor role. The page published that day describes the processor role and addresses a client's own customers and enquirers, and Annex 5 records what it says.
- The Client, typically a small owner-led business, is unlikely to have given any instruction more specific than "chase my quotes", which sits awkwardly with the idea of documented controller instructions.

- Qualforge determines the retention of the outreach records, subject to clause 22 of the Agreement.

The related PECR questions

Whether "electronic mail" in PECR reg 22 extends to SMS; whether the soft opt-in applies where the enquiry was made to the Client and not to Qualforge; whether Qualforge as the dispatching party carries liability separate from the Client's; and what an opt-out must say on each channel.

Qualforge has not settled these questions with a qualified adviser, and says so rather than implying otherwise. This Schedule is drafted on the more demanding reading of each of them, and clause 25 of the Agreement gives the Client an opt-out mechanism that binds both parties whichever way they are answered.

The interim gate Qualforge operates

No client's Enquirers are contacted by the Service until that client's signed Agreement carries this Schedule **and the published privacy policy carries the paragraphs in Annex 5**, which it does.

Whether the controller and processor allocation has to be settled further before any message is sent at all is a question Qualforge has put to a solicitor and will act on the answer to, under clause 2.6.

ANNEX 5 · REQUIRED AMENDMENTS TO THE PUBLISHED PRIVACY POLICY

What this Annex is. This Annex records what the published privacy page says, so that the Client can see it without leaving this Schedule. The page is published at qualforge.co.uk/privacy, current version dated 8 September 2026, as updated from time to time. It describes the controller and processor split, names the Sub-processors in Annex 3, and addresses a client's own customers and enquirers.

The four paragraphs below are published. They are set out in full so the Client can read them here and check them against the page.

Paragraph 1 · PUBLISHED. A section following "Who we are" on the live page

When we are the controller, and when we are a processor We act in two different roles, and it matters which one applies to you. **We are the data controller** for the personal data described in the rest of this policy: information you give us when you visit this site, request an audit, book a call, email us, or become a client, and the information we need to run your account and take payment. **We are a processor, not a controller, for the personal data inside a client's own system.** When a business becomes our client, we build and run a system that handles that business's own customers and enquirers. Those records belong to our client. Our client decides who is in them and why they are contacted. We process them only on our client's instructions, under a written data processing agreement that forms part of our client agreement. If you are a customer or enquirer of one of our clients and you want to exercise a data protection right, the business you contacted is the controller, and we will pass any request you send us to them.

Paragraph 2 · PUBLISHED. A section following Paragraph 1 on the live page

If an AI agent contacted you on behalf of a business you enquired with Our clients use our AI agents to answer their calls and messages, and to follow up quotes they have sent. If you enquired with one of our clients and an agent then called, texted or emailed you, it did so **on that business's behalf, from that business's number or address, in that business's name, and about that business's work.** The business is the controller of your data. We are its processor. Every message carries a way to opt out. **If you opt out by any route, including replying STOP, using an unsubscribe link, or**

simply saying so on a call, we record it and we will stop contacting you on every channel, not only the one you used. Where a channel is not yet joined up automatically, a person checks the record before you are contacted again, so the answer to you is the same either way. We keep the minimum record needed to keep honouring that opt-out, because deleting it would allow you to be contacted again. **If you are contacted after opting out, email team@qualforge.co.uk and we will stop it and tell you what went wrong.** To exercise any data protection right, contact the business you enquired with. You can also email us at team@qualforge.co.uk and we will pass it on without delay.

Paragraph 3 · PUBLISHED. The "Who we share it with" section of the live page

Who we share it with We use third party providers to run our business, and we name them rather than describing them in general terms. **For our own business, where we are the controller:** our website host, our email provider, our scheduling tool, and **Stripe**, which processes card payments. We never see or store your full card details. **For the systems we run for clients, where we are a processor:** **Hetzner** hosts each client's system and its encrypted backups in the European Union; **Anthropic** provides the AI model processing behind what the agents say; **Twilio** provides telephony and SMS; **Retell** provides the voice layer and runs the voice agent's language model on **OpenAI** and its speech on **ElevenLabs**; and **Cal.com** holds the diary the voice agent books into. Each client's data sits in its own separate database and is never pooled with another client's. We share only what is necessary, and we require these providers to protect the data they handle for us.

Paragraph 4 · PUBLISHED. The "International transfers" section of the live page

International transfers Some of the providers named above process data outside the United Kingdom. Where they do, we rely on a transfer mechanism permitted by Chapter V of the UK GDPR. **For Retell AI, Inc. we rely on the UK Addendum to the EU standard contractual clauses, incorporated at clause 4 of the data processing agreement we signed with them. For Twilio we rely on the UK International Data Transfer Agreement, which their data protection addendum applies to transfers from the United Kingdom. For Anthropic we rely on the UK Addendum to the EU standard contractual clauses, incorporated into their data processing addendum. OpenAI and ElevenLabs receive call data from Retell, in the United States, under Retell's own sub-processor terms. For Cal.com we will name the instrument once we have confirmed it on our account.** If you want to know which mechanism applies to a provider not named here, write to us at the address given for contact on that page.

What remains open on the page, stated rather than smoothed over. Paragraph 4 names the transfer mechanism for each provider that processes outside the United Kingdom. **One is not yet named: the transfer instrument on Qualforge's own account with Cal.com. The page also does not yet list Google Workspace among the providers for the systems Qualforge runs for clients,** and Annex 3 carries the Google Workspace row as UNVERIFIED. Qualforge will add it to the page, with its transfer mechanism once Annex 3 records it. **The page says so in the same words rather than claiming cover it does not have, and Qualforge will name the instrument on the page once it is confirmed.** Everything else in Paragraphs 1 to 4 is published and current.

The published page says more than this Annex, and where it does, it says more. It also covers the providers Qualforge uses for its own business rather than only those used to run a Client's Instance. **This Annex states the minimum this Schedule requires the published page to say, and nothing in it is a ceiling.**

The ICO registration. Qualforge's registration ZC163997 is a controller registration. Whether it needs to change, or be supplemented, once Qualforge describes itself publicly as a processor is a question for a solicitor, and clause 2.6 commits Qualforge to acting on the answer.

*Qualforge Data Processing Agreement, Schedule 3 to the Qualforge Client Agreement. 16 clauses, 5 annexes. Version 3.1, 13 October 2026, by Qualforge Ltd, a company registered in Scotland, company number SC888351, incorporated 3 May 2026, registered office 22 Shortlees Crescent, Kilmarnock, KA1 4PR. ICO registration ZC163997. team@qualforge.co.uk. **This Schedule is governed by the law of Scotland and the courts of Scotland have exclusive jurisdiction.***

Everything Qualforge has not yet put in place is listed in Annex 2 Part B of this Schedule.

EXECUTION

Signed for and on behalf of the parties. This page forms part of **Qualforge Data Processing Agreement · Schedule 3**. It may be signed on paper or electronically, and either is valid. **An ordinary electronic signature does not make this document self-proving in Scots law**, which means that if it were ever disputed Qualforge would have to prove the signature rather than the court presuming it. Clause 39.7.

.....	Qualforge Ltd	The Client
Name		
Position		
Signature		
Date		