
Data Processing Agreement

Governing the processing of personal data in connection with the Signal Codex platform and related services.

Last Updated: June 2026

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01. Purpose and Scope

This Data Processing Agreement ("DPA") forms part of and supplements any commercial agreement, order form, subscription, or other arrangement governing the provision of Services by Signal Codex.

The purpose of this DPA is to define the parties' respective obligations regarding the processing of personal data and to ensure compliance with applicable data protection laws, including the General Data Protection Regulation (GDPR) where applicable.

02. Definitions

For the purposes of this DPA:

Controller means the brokerage partner or other customer determining the purposes and means of processing personal data.

Processor means Signal Codex acting on behalf of the Controller.

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

Processing means any operation performed on Personal Data, including collection, storage, organization, use, transmission, restriction, deletion, or destruction.

Sub-Processor means any third party engaged by Signal Codex to process Personal Data on behalf of Signal Codex in connection with the provision of the Services.

03. Roles of the Parties

For purposes of applicable data protection laws:

- the Brokerage Partner acts as the Controller;
- Signal Codex acts as the Processor.

The Controller remains responsible for determining the lawful basis for processing Personal Data and for providing any notices required under applicable law.

The Controller shall inform its end users about processing activities involving Signal Codex where such notification is required by applicable law, including GDPR Articles 13 and 14.

04. Subject Matter of Processing

Signal Codex processes Personal Data solely for the purpose of providing, maintaining, securing, supporting, and administering the Services.

Processing activities may include:

- user authentication;
- authorization and access control;
- account administration;
- organization management;
- security monitoring;
- technical support;
- service delivery;
- auditing and logging;
- communication with authorized users.

Signal Codex shall process Personal Data only in accordance with documented instructions provided by the Controller unless otherwise required by applicable law.

05. Categories of Personal Data

Depending on how the Services are configured, Personal Data processed by Signal Codex may include:

User Account Information

- Full Name;
- Email Address;
- Username;
- Role or Permission Level;
- Organization Affiliation.

Authentication Information

- Broker-Generated User Identifier;
- Login Records;
- Session Information.

Technical Information

- IP Address;
- Access Logs;
- Activity Logs;
- Security Logs.

Signal Codex does not require or intentionally process:

- trading balances;
- transaction history;
- deposit information;
- withdrawal information;
- payment card information;
- KYC documentation;
- government-issued identification documents;

- financial statements;
- trading account credentials.

06. Categories of Data Subjects

Personal Data processed under this DPA may relate to:

- brokerage employees;
- brokerage administrators;
- authorized representatives of brokerage partners;
- demo users;
- users granted access by brokerage partners.

This DPA does not primarily concern brokerage clients trading through the brokerage platform unless Personal Data relating to such individuals is provided by the Controller.

07. Obligations of the Controller

The Controller represents and warrants that:

- it has a lawful basis for processing Personal Data;
- it is authorized to disclose Personal Data to Signal Codex;
- it has provided any required notices to Data Subjects;
- it will comply with applicable data protection laws.

The Controller shall remain responsible for the accuracy, quality, and legality of Personal Data submitted to the Services.

08. Obligations of the Processor

Signal Codex shall:

- process Personal Data only on documented instructions from the Controller;
- ensure confidentiality of personnel authorized to access Personal Data;
- implement appropriate technical and organizational security measures;
- assist the Controller where reasonably necessary to comply with applicable data protection obligations;
- notify the Controller of any legally binding request for disclosure unless prohibited by law.

Important

Signal Codex shall not sell Personal Data or use Personal Data for purposes unrelated to provision of the Services.

09. Security Measures

Signal Codex implements reasonable technical and organizational measures designed to protect Personal Data against unauthorized access, disclosure, loss, destruction, alteration, or misuse.

Security measures may include:

- encrypted communications;
- authentication mechanisms;
- access controls;
- activity logging;
- monitoring systems;
- infrastructure security controls;
- network protection technologies.

Signal Codex may modify security measures from time to time provided that overall protection is not materially reduced.

10. Sub-Processors

The Controller authorizes Signal Codex to engage Sub-Processors as necessary for operation of the Services.

Current Sub-Processors may include:

Service Provider	Purpose
Hetzner	Infrastructure and hosting
Cloudflare	Network security and content delivery
Resend	Email delivery and communications

Signal Codex shall require Sub-Processors to maintain appropriate confidentiality and security obligations.

Signal Codex may update the list of Sub-Processors from time to time.

Where Signal Codex relies on the Controller's general authorization to engage Sub-Processors, Signal Codex will notify the Controller of any intended addition or replacement of a Sub-Processor where required by applicable data protection law and will provide the Controller with a reasonable opportunity to object before the relevant change takes effect.

11. International Data Transfers

Where Personal Data is transferred internationally, Signal Codex shall implement appropriate safeguards required under applicable data protection laws.

Such safeguards may include contractual commitments, adequacy decisions, or other lawful transfer mechanisms.

12. Personal Data Breaches

In the event of a confirmed Personal Data Breach affecting Personal Data processed under this DPA, Signal Codex shall notify the Controller without undue delay after becoming aware of the breach.

Such notification shall include available information reasonably necessary to assist the Controller in complying with applicable legal obligations.

13. Assistance and Cooperation

Taking into account the nature of processing and information available to Signal Codex, Signal Codex shall provide reasonable assistance to the Controller regarding:

- requests from Data Subjects;
- security obligations;
- breach notifications;
- regulatory compliance obligations.

Such assistance may be subject to reasonable limitations and reimbursement of costs where permitted by law.

14. Deletion and Return of Data

Upon termination or expiration of the Services:

- access rights shall cease immediately;
- Personal Data may be retained for up to thirty (30) days for service restoration, dispute resolution, security, auditing, operational, or compliance purposes;
- thereafter Personal Data may be deleted or anonymized.

Signal Codex may retain information where required by applicable law or necessary to establish, exercise, or defend legal claims.

15. Audit Rights

Where required by applicable law, the Controller may request reasonable information regarding Signal Codex's compliance with this DPA.

Any audit request shall:

- be reasonable in scope;
- avoid disruption of operations;
- protect confidential information of Signal Codex and other customers.

Signal Codex may satisfy audit requests through documentation, certifications, reports, questionnaires, or other appropriate means.

16. Liability

Each party shall remain responsible for its own compliance with applicable data protection laws.

Nothing in this DPA shall expand either party's liability beyond that established in the applicable commercial agreement or Terms of Service.

17. Term and Termination

This DPA shall remain in effect for as long as Signal Codex processes Personal Data on behalf of the Controller.

Termination of the applicable commercial relationship shall automatically terminate this DPA, subject to any obligations relating to deletion, retention, confidentiality, or legal compliance.

18. Contact

Questions regarding this DPA may be directed to the contact information published on the Signal Codex website.

In the event of any inconsistency between language versions of this DPA, the English version shall prevail.

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