

Data Processing Addendum

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Draft – pending legal counsel review. This document reflects Hannu's intended practice and is grounded in the Nigeria Data Protection Act 2023 and the NDPC GAID 2025. It is not yet a binding agreement; the ratified version will replace it without changing where it is published.

This Data Processing Addendum ("DPA") forms part of the Customer Agreement and applies where Hannu processes personal data on behalf of a Customer (the controller) in the course of a task the Customer defines. It is drafted to meet the Nigeria Data Protection Act 2023 and the NDPC GAID 2025.

01 Roles

For personal data that the Customer determines the purpose and means of, the Customer is the controller and Hannu is the processor. For Hannu's own platform, account and identity-verification data, Hannu is an independent controller and its Privacy Policy applies.

02 Subject matter and scope

Subject matter: provision of the Hannu task and verification service. Duration: the term of the Customer Agreement. Nature and purpose: collection, verification and return of task outcomes. Data subjects and categories: as determined by the Customer's tasks (for example, individuals or merchants being field-verified).

03 Hannu's obligations as processor

Process personal data only on the Customer's documented instructions, including for transfers, unless required by law.

Ensure persons authorized to process are under confidentiality.

Implement the technical and organizational measures in the Data Security Addendum.

Engage sub-processors only under written terms with equivalent protections, and maintain a current list (below).

Assist the Customer, taking into account the nature of processing, to respond to data-subject rights requests and to meet its security, breach-notification and impact-assessment obligations.

Notify the Customer without undue delay after becoming aware of a personal-data breach.

At the Customer's choice, delete or return personal data at the end of the service, save where retention is required by law.

Make available information necessary to demonstrate compliance and allow for reasonable audits.

04 Sub-processors

Hannu uses vetted sub-processors for hosting, identity verification (KYC), custody and payments, and communications. A current list is available on request to dpo@hannu.africa; Hannu will give notice of intended changes so the Customer may object on reasonable data-protection grounds.

05 International transfers

Any transfer of personal data outside Nigeria will use a lawful mechanism under the NDPA (adequacy, explicit consent, or appropriate contractual safeguards).

06 Liability and precedence

This DPA is subject to the liability provisions of the Customer Agreement. If there is a conflict on data-protection matters, this DPA prevails. Contact: dpo@hannu.africa.

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