



GENERAL DATA PROTECTION REGULATION (GDPR) DATA PROCESSING AGREEMENT

Vygo Pty Ltd, incorporated and registered in Queensland, Australia with UK Establishment No. BR021947 whose UK registered office is at 44 Great Cumberland PI London W1H 7BS (referred to herein as “Vygo”), and Customer (“Client” or “Customer”) hereby enter into this GDPR Data Processing Agreement, as of the Effective Date of the Order Form (this “Data Processing Agreement”) in respect of Vygo’s processing of personal data as a data processor on behalf of Client, which is the data controller. To the extent such processing is taking place, the Data Protection Act 2018, United Kingdom General Data Protection Regulation, the Privacy and Electronic Communications Regulations 2003, the EU General Data Protection Regulation and any legislation implemented in connection with the aforementioned legislation (“GDPR”) will apply to the processing, including GDPR article 28 that requires data controllers and data processors to agree to certain terms relating to the processing of personal data (“GDPR Data Processing Requirements”). This Data Processing Agreement applies exclusively to the processing of personal data that is subject to GDPR. All capitalized terms used in this Data Processing Agreement not otherwise defined herein shall have the meaning ascribed to them in the GDPR, including without limitation: Data Controller, Data Processor, Data Subject, Personal Data, and Process (along with any derivations of “Process”). Vygo reserves the right to periodically update this DPA, which is available at vygoapp.com/legal.

1. **Relationship of the Parties.** Client hereby appoints Vygo as a Data Processor to process the Personal Data described in Schedule 1 to this Data Processing Agreement, and only as instructed and for the purposes described in Schedule 1 (the “Permitted Process”). Schedule 1 to the Data Processing Agreement sets out the nature and purposes of the processing, the duration of processing, the types of Personal Data, and the categories of Data Subjects.
2. **Confidentiality of processing.** Vygo will ensure that any person it authorizes to process Personal Data will protect the Personal Data in accordance with Vygo’s confidentiality obligations.
3. **Security.** Vygo will use commercially reasonable efforts to implement and maintain technical and organizational measures to protect the Personal Data from a “Security Incident,” defined as either (a) the accidental or unlawful destruction of the Personal Data; or (b) loss, alteration, unauthorized disclosure of, or access to the Personal Data. As a minimum Vygo has implemented the following technical and organizational security measures:
 - a. All processing of personal data will be carried out in accordance with The Data Protection Laws including, without limitation, article 32 of the GDPR.
 - b. Maintenance by the data importer of adequate information security management system, policies and controls that align with industry good practice as set out in SOC2.
 - c. All data importer employees and other personnel with access to personal data have undergone appropriate pre-employment screening and background checks and information security training before access to personal data is being granted.
4. **Security Incidents.** If Vygo becomes aware of a confirmed Security Incident, it will endeavour to inform Client at the email address set forth in the Order Form within seventy-two (72) hours of discovery and confirmation and will provide reasonable information and cooperation to Client so that Client can fulfill any Personal Data breach reporting obligations it may have under GDPR within applicable timeframes. Vygo will take reasonably necessary measures to remedy and mitigate the effects of the Security Incident and will keep Client informed of all material developments with the Security Incident.
5. **Subprocessing.** Client consents to Vygo engaging, from time to time, as the case may be, in third party subprocessors to process the Personal Data for the Permitted Purpose, provided that:



(a) Vygo gives Client reasonable prior notice of any third party subprocessor it proposes to appoint; (b) keep Client informed of any change to the role or status of any subprocessor; (c) Vygo imposes data protection terms on subprocessors that it appoints that require the subprocessor to protect the Personal Data in accordance with GDPR Data Processing Requirements; and (d) Vygo is primarily liable and responsible for acts and omissions of each subprocessor that breach such subprocessor's data protection obligations as if they were acts and omissions of Vygo.

6. **Cooperation and rights of data subjects.** Vygo will assist Client in responding to any request from a Data Subject exercising his or her rights under the GDPR, such as the right of access and the right of correction, at the Client's request and expense. If required by GDPR or a relevant supervising authority, Vygo will enter into an additional agreement to ensure the lawful processing of Personal Data in connection with this Data Processing Agreement.
7. **Deletion of Personal Data.** When the Data Processing Agreement expires or is terminated, Vygo will permanently destroy the Personal Data in Vygo's possession or control, and procure that its subprocessors shall do the same. This requirement will not apply to the extent that Vygo is required by applicable law to retain some or all of the Personal Data, in which event Vygo will securely isolate and protect the Personal Data from any further processing except to the extent required by such law.
8. **Data Protection Impact Assessment.** Vygo will provide reasonable cooperation to Client (at Client's expense) in connection with any data protection impact assessment that Client may be required to conduct under the GDPR.
9. **Assurance.** Vygo will make available to Client, upon Client's reasonable request and at Client's expense, information to demonstrate compliance with this Data Processing Agreement, which will be subject to certain confidentiality provisions. The parties will agree in advance to the reasonable timing, scope, and security controls applicable to such requests (including restricting access to Vygo's trade secrets and data belonging to Vygo's other customers).
10. **Data Transfer.** Vygo will not transfer Personal Data outside of the United Kingdom, European Union or EFTA States unless it does so in compliance with the GDPR using an approved means, with documentation establishing adequate protections, enforceable rights and effective legal remedies for data subjects for such United Kingdom, European Union or EFTA States Personal Data and only for limited and specified purposes on behalf of and in accordance with the Client's prior written instructions, which shall be deemed to include an instruction to process Personal Data as necessary to perform Vygo's obligations under the Data Processing Agreement, unless such instruction is amended in writing by Client. If at any point Vygo is unable to comply with Client's instructions regarding the Processing of Relevant Personal Data (whether as a result of a change in applicable Data Protection Laws, or a change in Client's instructions, or howsoever), Vygo shall promptly: (i) notify Client of such inability, providing a reasonable level of detail as to the instructions with which it cannot comply and the reasons why it cannot comply, to the greatest extent permitted by applicable law; and (ii) cease all Processing of the affected Personal Data (other than merely storing and maintaining the security of the affected Relevant Personal Data) until such time as Client issues new instructions with which Vygo is able to comply. Vygo and the Client shall, unless agreed otherwise, rely on EU standard contractual clauses, UK standard contract clauses and the addendum approved by the UK Information Commissioner's Office (as amended, varied, supplemented or substituted from time to time) for the transfer of personal data.



SCHEDULE 1 TO THE DATA PROCESSING AGREEMENT

Data Controller/Exporter: Client

Data Processor/Importer: Vygo Pty Ltd

Nature of Data Provided:

- Client will provide user information such as names, emails, and profile information on users in order to invite and manage users in on the Vygo platform.

Type(s) of Personal Data processed:

Vygo processes the following Personal Data:

- Account and User Content
 - Name, e-mail, password, university/institution
 - Other custom fields as set up by Client, such as interests, class records, what course you are studying, what year in your course you are currently at
- Financial Information
 - None
- IT Information
 - User browsing activity and logs
- Other Information
 - Communication between users such as email and video communication
 - Content created, shared or uploaded by users, such as photos, videos, comments, meta data (geographic tags)

Categories of Data Subjects:

Students, alumni, and other users who have been invited to the Client platform

Nature of Processing Operations:

- The Personal Data processed by Vygo will be processed only in accordance with the Partners Terms & Conditions in order to deliver the Services. This may include maintaining user account and contact details, provide personalised content and information to users, communicate with users, and conduct our business, generate content and provide customer support.

Duration of processing:

- Vygo will process and store data for as long as it is directed to do so by Client, unless users have requested to have their data removed, and in which case Vygo will retain the Personal Data for no longer than required to comply with the applicable law.