Data Processing Agreement (DPA)

This Data Processing Agreement (the "DPA") forms an integral part of and is subject to the terms and conditions of the main service agreement entered into between all subscribers to **ezBCM360** and **ezNotify360** services(hereinafter "Controller" or "Client") and **Business Continuity Planning Asia Pte Ltd** and **BC Connex Pte Ltd**(hereinafter "Processor" or "BCP Asia/BC Connex"). This DPA governs the processing of Personal Data by BCP Asia/BC Connex on behalf of the Client.

Effective Date: 01 June 2025

WHEREAS:

- The Client acts as a Controller of Personal Data and wishes to utilise BCP Asia/BC Connex's ezBCM360, ezNotify360 services (the "Services").

- BCP Asia/BC Connex will process Personal Data on behalf of the Client in the course of providing the Services.

- The Parties intend to ensure that the processing of Personal Data complies with the Singapore Personal Data Protection Act 2012 ("PDPA") and other applicable data protection laws.

- BCP Asia/BC Connex, as a PII Processor, aligns its practices with ISO/IEC 27018:2019 to ensure robust protection of PII in cloud environments.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions

1.1. Unless otherwise defined herein, capitalised terms shall have the meaning assigned to them in the main service agreement. 1.2. The following terms shall have the meanings set out below:

"Personal Data" or **"PII"**: Any data, whether true or not, about an individual who can be identified from that data or from that data and other information to which BCP Asia has or is likely to have access.

"Processing": Any operation or set of operations which is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by

transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Controller": The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data (in this DPA, the **Client**).

"Processor": A natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller (in this DPA, **BCP Asia/BC Connex**).

"PDPA": The Personal Data Protection Act 2012 of Singapore, as amended from time to time.

"Security Incident": A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored, or otherwise processed.

"Sub-processor": Any third party engaged by BCP Asia/BC Connex to process Personal Data on behalf of the Client.

2. Details of Processing

2.1. **Subject-matter of Processing:** The provision of ezBCM360 and ezNotify360 Services by BCP Asia/BC Connex to the Client.

2.2. **Duration of Processing:** For the term of the main service agreement, unless otherwise agreed in writing.

2.3. **Nature and Purpose of Processing:** Processing Personal Data as necessary to provide the Services as described in the main service agreement and solely for the purposes explicitly instructed by the Client. This may include, but is not limited to, data storage, retrieval, backup, and user management.

2.4. **Type of Personal Data:** Employee contact information (names, email addresses, phone numbers), job titles, department names, emergency contact details.

2.5. **Categories of Data Subjects:** Client's employees, emergency and incident response team members, crisis management team members, BC managers etc.

3. Obligations of the Processor (BCP Asia/BC Connex)

3.1. **Processing in Accordance with Instructions:** BCP Asia/BC Connex shall process Personal Data only on the documented instructions from the Client, unless required to do so by Singapore law to which BCP Asia/BC Connex is subject; in such a case, BCP Asia/BC Connex shall inform the Client of that legal requirement before disclosure and/or processing, unless that law prohibits such information on important grounds of public interest.

3.2. **Confidentiality:** BCP Asia/BC Connex shall ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

3.3. **Security Measures:** BCP Asia shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including, as appropriate:

> 3.3.1. The pseudonymisation and encryption of Personal Data.

> 3.3.2. The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.

> 3.3.3. The ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident.

> 3.3.4. A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

> 3.3.5. BCP Asia/BC Connex's security measures are further detailed in its Information Security Policy. BCP Asia/BC Connex conforms to ISO/IEC 27001 and aligns with ISO/IEC 27018 for PII protection in cloud environments.

3.4. **Data Subject Rights Assistance:** BCP Asia/BC Connex shall, taking into account the nature of the processing, assist the Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests for exercising the data subject's rights under the PDPA (e.g., access, correction, withdrawal of consent). BCP Asia/BC Connex shall promptly inform the Client if it receives a request from a data subject directly concerning the Personal Data processed under this DPA.

3.5. **Security Incident Notification:** BCP Asia/BC Connex shall notify the Client without undue delay and, where feasible, within **24 hours** of becoming aware of a Security Incident affecting the Client's Personal Data processed under this DPA. Such notification shall

include, at a minimum, the information required by PDPA and reasonably available to BCP Asia/BC Connex, including:

> 3.5.1. The nature of the Security Incident.

> 3.5.2. The categories and approximate number of data subjects and Personal Data records concerned.

> 3.5.3. The likely consequences of the Security Incident.

> 3.5.4. Measures taken or proposed to be taken to address the Security Incident, including, where appropriate, measures to mitigate its possible adverse effects.

> 3.5.5. BCP Asia/BC Connex shall cooperate with the Client and assist with investigations, mitigation, and notification requirements as reasonably requested by the Client.

3.6. **Assistance to Client:** BCP Asia/BC Connex shall assist the Client in ensuring compliance with the Client's obligations under PDPA, considering the nature of processing and the information available to BCP Asia/BC Connex, including assistance with:

> 3.6.1. Security incident management.

> 3.6.2. Data Protection Impact Assessments (DPIAs) concerning the Services, where applicable.

> 3.6.3. Consultation with the Personal Data Protection Commission (PDPC) where required by PDPA.

3.7. **Deletion or Return of Personal Data:** Upon termination or expiration of the Services, BCP Asia/BC Connex shall, at the choice of the Client, delete all Personal Data or allow the Client to download all Personal Data, and delete existing copies, unless Singapore law requires storage of the Personal Data.

3.8. **Audits and Inspections:** BCP Asia/BC Connex shall make available to the Client all information necessary to demonstrate compliance with the obligations laid down in this DPA and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client (subject to reasonable notice, confidentiality obligations, and cost arrangements as agreed in the main service agreement).

3.9. **Data Location:** BCP Asia/BC Connex shall inform the Client of the geographical location(s) where the Personal Data will be stored and processed. Currently, Personal Data is hosted in Singapore data centers of Amazon Web Services (AWS). BCP Asia/BC Connex

shall notify the Client in writing of any proposed changes to the primary data storage locations.

4. Sub-processing

4.1. The Client hereby grants BCP Asia/BC Connex a general authorisation to engage Sub-processors.

4.2. BCP Asia shall inform the Client of any intended changes concerning the addition or replacement of Sub-processors, thereby allowing the Client to object to such changes. BCP Asia shall provide the Client with information about the identity and location of its current Sub-processors upon request.

4.3. Where BCP Asia/BC Connex engages a Sub-processor for carrying out specific processing activities on behalf of the Client, BCP Asia/BC Connex shall ensure that the Sub-processor is bound by a written contract that imposes the same data protection obligations as those set out in this DPA. BCP Asia shall remain fully liable to the Client for the performance of the Sub-processor's obligations.

5. Obligations of the Controller (Client)

5.1. The Client warrants that it has all necessary rights, consents, and legal bases to collect, use, and disclose the Personal Data to BCP Asia/BC Connex for the purposes of the Services.

5.2. The Client shall ensure that its instructions to BCP Asia/BC Connex comply with the PDPA and other applicable data protection laws.

 5.3. The Client shall be responsible for the accuracy, quality, and legality of the Personal Data provided to BCP Asia/BC Connex and how it acquired such Personal Data.

5.4. The Client acknowledges and agrees that BCP Asia/BC Connex 's liability under this DPA shall be limited as set forth in the main service agreement.

6. Miscellaneous

6.1. This DPA shall terminate automatically upon the termination or expiration of the main service agreement.

6.2. In the event of any conflict or inconsistency between the terms of this DPA and the main service agreement, the terms of this DPA shall prevail in so far as they relate to the processing of Personal Data.

6.3. This DPA shall be governed by and construed in accordance with the laws of Singapore. The Parties irrevocably submit to the exclusive jurisdiction of the courts of Singapore for any dispute arising out of or in connection with this DPA.