

DATA PROCESSING ADDENDUM

This Data Processing Addendum (herein referred to as “DPA”) supplements the DSMR Group Pte Ltd (herein referred to as “DSMR”) Data Protection and Privacy Policy pertaining to the use of its Systems and Services (herein referred to as “Services”), as updated from time to time between the DSMR and the Users of the Services (herein referred to as the “User”), or the Service Level Agreement between the DSMR and User governing the User’s use of the Services (herein referred to as the “Agreement”).

In the course of providing the Services to the User pursuant to the Agreement, DSMR may process the Personal Data on behalf of the User. This DPA reflects the parties’ agreement with regard to the Processing of Personal Data.

The Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

DEFINITIONS

All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. In this DPA, the following capitalized terms used shall further have the meanings given to them below:

The terms “Personal Data” and “Processing” shall have the meaning ascribed by the PDPA, but shall only cover the scope of personal data processing as follow:

a) DSMR is authorised to process, on behalf of the User, the necessary Personal Data for providing the DSMR Services; and

b) the purposes of the Processing and types of data processed are specified in the Data Protection and Privacy Policy

“Data Breach”, in relation to personal data, means — (a) the unauthorised access, collection, use, disclosure, copying, modification or disposal of Personal Data; or (b) the loss of any storage medium or device on which Personal Data is stored in circumstances where the unauthorised access, collection, use, disclosure, copying, modification or disposal of the Personal Data is likely to occur.

“Data Controller” means an organisation that determines the purposes and means of the processing of Personal Data.

“Data Subject” any living individual whose Personal Data is collected, held or processed by an organisation.

“PDPA” means the Personal Data Protection Act 2012 of Singapore (as amended from time to time).

“Services” means the proprietary online systems and components developed, owned and maintained by DSMR including any replacement systems and components, and any related software, websites, URLs and software programs ancillary to the DSMR Services such as reports, compilations and databases.

“Processor” means an organisation which Processes Personal Data on behalf of the Data Controller.

“Services” means any software products or services that DSMR makes publicly available for customers to purchase or use our consulting and other services, and third-party services.

“Sub-Processor” means another Processor, engaged by the Processor to Process all or part of the Personal Data.

“User App” means the software application providing certain Services to the User.

“User Email Address” means every email address associated with the User’s account within DSMR Services in the way that it is, at the given point of time, registered with DSMR as an email address of a user of the User’s account.

1. APPLICATION OF PDPA AND THE TERMS

1.1 Compliance with PDPA. The parties warrant that they and any staff and/or subcontractors will comply with their respective obligations under the PDPA for the Term (as defined below).

1.2. Roles of the Parties. The parties’ relationship is one of Data Controller (User) to Processor (DSMR), or, where the User is processing Personal Data on behalf of another Data Controller, Processor (User) to Sub-Processor (DSMR).

2. PROCESSING OF PERSONAL DATA

2.1. User’s obligations. As a Data Controller (if applicable), the User instructs DSMR (as Processor) to Process Personal Data in accordance with this DPA and the PDPA, and is responsible for providing all notices and obtaining all consents, licences and legal bases required to allow DSMR to Process Personal Data. As a Processor (if applicable), the User instructs DSMR (as Sub-Processor) to Process Personal Data in accordance with this DPA, and is responsible for sharing the Data Controller’s instructions with DSMR prior to the processing of Personal Data.

2.2. User’s liability. The User shall have sole responsibility for the accuracy, quality, and legality of Personal Data provided by the User to DSMR and the means by which User acquired such Personal Data. To the extent the PDPA applies to the Processing of Personal Data under this DPA, the User is liable for complying with its obligations as Data Controller, including informing the Data Subjects about the Processing of their Personal Data under this

DPA, obtaining their consent, if necessary, and ensuring that the User and DSMR have the authority to use the Personal Data in accordance with the purposes defined herein. As Processor (if applicable), the User shall remain fully liable to the Data Controller for the Personal Data where DSMR fails to fulfill its data protection obligations hereunder.

2.3. DSMR's Processing of Personal Data. DSMR provides information about its Processing of User's Personal Data in DSMR's Data Protection and Privacy Policy.

2.4. Obligations of DSMR. To the extent set forth by the PDPA, DSMR agrees, warrants and represents that it:

- a) will ensure that persons authorised to Process the Personal Data have committed to confidentiality obligations; further, DSMR shall only allow access to Personal Data to such of the DSMR's personnel who need access to the Personal Data in order to allow DSMR to perform its obligations under the Agreement;
- b) will take reasonable measures to ensure the confidentiality of Personal Data and the security of Processing, as further specified in Section 3 hereof;
- c) will not sell, retain or use any Personal Data for any purpose other than as permitted by this DPA and the Agreement, and as set out in the Data Protection and Privacy Policy;
- d) only process Personal Data in accordance with this DPA and the User's instructions (unless legally required to do otherwise);
- e) will assist the User in ensuring compliance with the obligations relating to the security of the Personal Data (as further specified in Section 3 hereof), User's notification and communication obligations in case of a Data Breach (as further specified in Section 6 hereof), and consulting the Personal Data Protection Commission (PDPC) if need be, taking into account the nature of Processing and the information available to DSMR;
- f) will make available to the User on a reasonable basis all information necessary to demonstrate compliance with the PDPA obligations relating to DSMR as laid down in this DPA as applicable; and
- g) will inform the User immediately if (in its opinion) any instructions infringe the PDPA.

3. SECURITY OF PERSONAL DATA

DSMR has taken steps that are reasonable in the circumstances to safeguard processed Personal Data from unauthorised access and to maintain the ongoing confidentiality, integrity, availability, and resilience of processing systems and services.

3.1. Security and Organizational Measures. As of the effective date of this DPA, DSMR, when Processing Personal Data on behalf of the User implements and maintains the following technical and organisational security measures for the Processing of such Personal Data:

a) **Physical Access Controls:** DSMR shall take reasonable measures to prevent physical access, such as secured buildings and offices, to prevent unauthorized persons from gaining access to Personal Data;

b) **System Access Controls:** DSMR shall take reasonable measures to prevent Personal Data from being used without authorization. These controls shall vary based on the nature of the Processing undertaken and may include, among other controls, authentication via passwords and/or two-factors authentication, documented authorization processes, documented change management processes and/or, logging of access on several levels;

c) **Data Access Controls:** DSMR shall take reasonable measures to provide that Personal Data is accessible and manageable only by properly authorised staff, and, that Personal Data cannot be read, copied, modified or removed without authorisation in the course of Processing;

d) **Transmission Controls:** DSMR shall take reasonable measures to ensure that it is possible to check and establish to which entities the transfer of Personal Data by means of data transmission facilities is envisaged so the Personal Data cannot be read, copied, modified or removed without authorization during electronic transmission or transport;

e) **Input Controls:** DSMR shall take reasonable measures to provide that it is possible to check and establish whether and by whom Personal Data has been entered into the data processing systems, modified or removed. DSMR shall take reasonable measures to ensure that the Personal Data source is under the control of the User; and

f) **Data Backup:** Back-ups of the databases in the Services are taken on a regular basis, are secured, and encrypted to ensure that Personal Data is protected against accidental destruction or loss when hosted by DSMR.

3.2. Reviews and Updates. The technical and organisational measures shall be reviewed and updated by DSMR on an annual basis.

4. RIGHTS OF DATA SUBJECTS AND OTHER REGULATORY ACTIONS

4.1. Data subjects' right to information. It is the User's responsibility to provide the Data Subjects with the information on the processing of their Personal Data.

4.2. Exercise of data subjects' rights. To the extent set forth by the PDPA, taking into account the nature of the Processing and the information available to DSMR, DSMR will assist the User, insofar as this is possible, for the fulfillment of its obligation to respond to Data Subject right requests concerning notably the right of access, to rectification, erasure, withdrawal of consent.

4.3. Regulatory Action. DSMR will without undue delay, provide the User with reasonable assistance with engagement with supervisory authorities.

5. SUBPROCESSORS

5.1. The User authorises DSMR to engage Sub-Processors in connection with the provision of the DSMR Services.

5.2 Sub-Processor requirements. DSMR will:

- a) require its Sub-Processors to comply with equivalent terms as DSMR's own obligations in this DPA;
- b) ensure appropriate safeguards are in place in accordance with the requirements of the PDPA before internationally transferring Personal Data to a Sub-Processor, and
- c) be liable for any acts, errors or omissions of its Sub-Processors as if they were a party to this DPA.

6. DATA BREACHES

6.1. Notification. DSMR shall notify the User without undue delay after become aware of a Data Breach when the Data Breach is: a) likely to result in significant harm or impact to the individuals to whom the information relates; or b) of a significant scale (i.e. Data Breach involves personal data of 500 or more individuals). Upon determining that a Data Breach is notifiable, DSMR, where required, will inform the affected individuals as soon as practicable, at the same time or after notifying the Commission.

6.2. Provided information. DSMR undertakes to provide the User with assistance as required under the PDPA in responding to it, as well as all relevant details of the Data Breach required for the User to comply with its obligations under the PDPA in relation to the Data Breach.

7. RETURN AND DELETION OF USER'S DATA

7.1 Return (export) right and deletion. Please refer our Data Protection and Privacy Policy and the Agreement for how DSMR will return and/or delete Personal Data at the end of the Term.

8. TERM AND AMENDMENTS

8.1 Commencement and previous agreements. This DPA becomes effective the date on which the DSMR Services start to be used by the User.

8.2 Duration. This DPA will remain in force for as long as the DSMR Services are used by the User (herein referred to as "Term"). Any provision of this DPA which is intended to survive the Term will remain in full force.

8.3. Amendments. The User acknowledges and agrees that this DPA may be amended in the same way as agreed by the parties for amendments of the Agreement, including DSMR's right to update the terms of the Agreement, any of its policies and this DPA from time to time, as decided by DSMR in its sole discretion, subject to notice to the User.

9. LIABILITY

9.1. Each party's aggregate liability under this DPA will not exceed the total amount of fees paid by the User to DSMR for the provision of the Services under the Agreement during the period of 12 months immediately preceding the incident giving rise to the liability.

10. GOVERNING LAW AND JURISDICTION

10.1. Governing law and jurisdiction. This DPA shall be governed by the laws of Singapore. The courts of Singapore have exclusive jurisdiction to settle any dispute arising out of connection with this DPA.

10.2. Dispute resolution. In order to resolve amicably any dispute that may arise with respect to the interpretation, the performance and/or the termination of this DPA, the Parties agree to negotiate after the receipt of a notice by one of the Parties, with the intent to solve any dispute in an amicable way. The parties shall endeavour to reach an amicable settlement by signing a settlement agreement within thirty (30) days following the notification by a party of the existence of the dispute.

11. OTHER

11.1 Order of precedence. In case of a conflict between this DPA and other relevant Agreements, the DPA will take priority.

11.2 Third parties. Except for affiliates, no one other than a party to this DPA has the right to enforce any of its terms.

11.3 Entire agreement. This DPA supersedes all prior discussions and agreements and constitutes the entire agreement between the parties with respect to its subject matter and neither party has relied on any statement or representation of any person in entering into this DPA.

Last updated: 28th August 2025