GDPR Data Processing Addendum
(last updated 19 March 2025)

This Data Processing Addendum (DPA) is an agreement between Education Perfect and the Customer. When the GDPR applies to the processing of personal data on the Online Learning Platform and where Education Perfect is acting as a data processor only with the Customer as a Data Controller, this DPA forms part of the Standard Terms and Conditions (Terms), available on the Education Perfect website (educationperfect.com), as updated from time to time.

Unless otherwise defined in this DPA or in the Terms, all capitalised terms used in this DPA shall have the meanings given to them in Section 8 (Definitions) of this DPA. References to teachers, students, and schools include other trainers, learners, and organisations respectively, and vice versa.

1.

Roles of the Parties
Where Education Perfect, its affiliates or a sub-processor (Processor) processes personal data (Processed Personal Data) with the Customer acting as a Data Controller, in the course of providing the Services to, or otherwise performing its obligations under the Terms for, the Customer, and where Education Perfect is not also an independent data controller, the parties acknowledge that, to the extent relevant under the Applicable Privacy Laws, the Customer will act as the controller, and the Processor will act as a processor on behalf of the Customer, in relation to the Processed Personal Data.

2.

Processing instructions
Subject to the other provisions of this DPA, the Customer hereby:

(a) Instructs Education Perfect to take such steps in the processing of Processed Personal Data on its behalf as are reasonably necessary to the provision of the Services or otherwise to the performance of Education Perfection's obligations under the Terms; and

(b) Irrevocably authorises Education Perfect to provide equivalent instructions to sub-processors on its behalf.

3.

Details of Processing
The description of the processing as required by article 28(3) of the GDPR is as follows:

(a) Subject matter – The subject matter of the data processing under this DPA is the performance of the Services in accordance with the Terms

(b) Duration – The Subscription Period under the Terms, or such other period set out in the Subscription Form

(c) Nature and purpose of the processing – Use of students', teachers' and/or parents' personal data (as set out below) for the purpose of providing the Services, including but not limited to providing the Online Learning Tool

(d) Categories of data subject and types of personal data

Data Subject

Types of Personal Data

Students

Personal identifiers: first and last names, name of school, and school identification number

Contact details: email address

Academic information: classes and subjects/courses, feedback from teachers and school, results and grades on assignments, quizzes and competitions

Technical data: website usage, device and location

Parents

Personal identifiers: first and last names, child's first and last name

Contact details: email address

Payment information

(e) Data Transfers – Data transfers to Education Perfect's employees and affiliates and sub-processors who may be based outside the EEA, including in Australia, New Zealand, the Philippines, Vietnam, Canada and the United States of America.

4.

Compliance with Applicable Privacy Law
Education Perfect shall comply, and ensure that each of its affiliates and sub-processors complies, with Applicable Privacy Law in relation to its processing of personal data in connection with the Terms.

The Customer shall ensure that, before any Processed Personal Data are disclosed by the Customer to the Processor, the Customer has taken any steps necessary to ensure that, if the Processor complies with Clause 5, the disclosure does not breach any Applicable Privacy Law. Without limiting the foregoing, the Customer shall be responsible:

(a) at all time for the integrity, quality and legality of the Processed Personal Data provided by the Customer to Education Perfect. Education Perfect is under no duty to investigate the completeness, accuracy or sufficiency of the Processed Personal Data provided to it by the Customer;

(b) to inform the data subject (and their parents / guardians where required under Applicable Privacy Law) that their Processed Personal Data will be transferred to and processed by Education Perfect, and to direct them to Education Perfect's Privacy Policy available on the Education Perfect website (educationperfect.com/legal);

(c) to the extent required by Applicable Privacy Law, to obtain the consent of the data subjects for their Processed Personal Data to be transferred to and processed by the Processor, and where the data subject is below the applicable age of consent under Applicable Privacy Law, to obtain the consent of the data subject's parents and/or guardians; and

(d) to promptly inform the Processor when a data subject ceases to be a student at the Customer's school or should otherwise no longer continue to have access to the Services.

5.

Customer / processor arrangements
Education Perfect shall ensure that the Processor:

(a) only processes the Processed Personal Data:

(i) on the documented instructions of the Customer, which include the instructions set out in Clause 2 of this DPA; and

(ii) as otherwise required by Applicable Laws in which case the Processor shall, to the extent permitted by Applicable Laws, inform the Customer of such legal requirement prior to the processing;

(b) ensures that all of its employees authorised to have access to (or otherwise to process) the Processed Personal Data have committed themselves to confidentiality on appropriate terms or as applicable are under an appropriate statutory or regulatory obligation of confidentiality;

(c) at all times has in place reasonable technical and organisational measures to protect the Processed Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access which are appropriate to the risks of varying likelihood and severity for the rights and freedoms of individuals that are presented by the processing, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing ("Appropriate"), including as and where Appropriate, measures for the pseudonymisation and encryption of Processed Personal Data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability of and access to Processed

Personal Data in a timely manner in the event of a physical or technical incident; and a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;

(d) gives the Customer such co-operation, assistance and information as the Customer may reasonably request, and the Processor or as applicable Education Perfect may reasonably be able to provide, to enable the Customer to comply with its obligations under Applicable Privacy Laws and co-operate with the competent supervisory authorities in relation to the Processed Personal Data, including, where relevant given the nature of the Processor's processing, assisting the Customer:

(i) by taking appropriate technical and organisational measures, insofar as is possible, to respond to requests from data subjects for access to or rectification, erasure or portability, or restriction of or objection to processing, of Processed Personal Data (but Education Perfect shall not, and shall ensure that the Processor does not, respond to any such request except with the Customer's prior written consent unless otherwise required to under Applicable Data Privacy Laws); and

(ii) in ensuring compliance with the Customer's security, data breach notification, impact assessment and data protection or data privacy authority consultation obligations under Applicable Privacy Laws, taking into account the information available to Education Perfect and/or Processor.

Education Perfect may charge the Customer on a time and materials basis, at Education Perfect's standard applicable rates, for time spent in providing assistance under this Clause 5(d).

(e) shall, in relation to Education Perfect only, at all times have in place (and keep the Customer informed in writing of the identity and contact details of) an individual who is responsible for co-operating with the Customer in relation to data protection and data privacy matters in connection with the Terms;

(f) without undue delay gives written notice to the Customer, with reasonable details, if it becomes aware of, or comes to have reasonable grounds to suspect, the occurrence of any personal data breach or other material incident prejudicing, or revealing a material weakness in, the security of the Processed Personal Data while in its possession or under its control (a "Data Security Incident");

(g) in relation to any Data Security Incident:

(i) takes all reasonable steps to identify and correct the underlying cause of the Data Security Incident so as to eliminate or minimise the risk of its repetition and the occurrence of similar Data Security Incidents;

(ii) takes such steps as the Customer may reasonably request and the Processor or Education Perfect may agree that it can reasonably be able to take to assist the Customer in addressing the adverse consequences for the Customer and its Affiliates of, and complying

with the Customer's and its Affiliates' obligations under Applicable Privacy Law in relation to, the Data Security Incident; and

(iii) reports to the Customer, promptly and at regular intervals, on the steps taken under Clauses 5(g)(i) and (ii) and their results;

(h) makes available to the Customer all information reasonably requested by the Customer, and permits and contributes to all reasonable audits, including inspections, conducted by the Customer (or auditors appointed by either of them), as reasonably necessary to demonstrate Education Perfect's compliance with this Clause 5, provided that the Customer shall:

(i) ensure that such audits take place during Education Perfect's business hours and on reasonable written notice;

(ii) ensure that appropriate confidentiality provisions, or other contractual, professional or statutory or regulatory obligations of confidentiality, are agreed with any third party involved in audit or inspection; and

(iii) take (and ensure that auditors take) reasonable endeavours to avoid causing any damage, injury or disruption to Education Perfect;

(i) promptly informs the Customer in writing (but without any obligation to give legal advice) if, in its opinion, to follow an instruction given by the Customer as contemplated by Clause 5(a) would give rise to a breach of Applicable Privacy Law; and

(j) at the option of the Customer (to be exercised by written notice from the Customer (in the absence of which the Customer is deemed to have chosen delete)), deletes or returns to the Customer, in a reasonable and appropriate format, all the Processed Personal Data in its possession or under its control as soon as is practicable after the end of the provision of the relevant Services, and (in the case of return) as soon as is practicable deletes all other copies of those Processed Personal Data.

6.

International data transfers
Where there is an international data transfer and which is not allowed under an "Adequacy" decision of the European Commission and/or as applicable the UK government, the Customer (as data exporter) and Education Perfect (as data importer) hereby enter into a data transfer agreement in the form set out in Schedule 1 (Standard Contractual Clauses (Processors)) in relation to transfers of Processed Personal Data from the Customer to Education Perfect.

7.

Sub-processing
(a) The Customer agrees that Education Perfect may engage other persons to process the Processed Personal Data on its behalf (sub-processors) if:

(i) the sub-processor is (i) an Affiliate of Education Perfect or (ii) an existing Sub-Processor as at the commencement of the subscription; or

(ii) Education Perfect has (i) given the Customer reasonable written notice of the engagement (which will be done on our website by updating the list of sub-processors available here); and (ii) before going ahead with the engagement, taken reasonable account of any comments or objections raised by the Customer.

(b) Education Perfect remains liable for the performance of its obligations under this DPA irrespective of the engagement of any sub-processor.

(c) Education Perfect shall ensure that each (if any) sub-processor is party to a written contract binding on it with regard to the Customer and imposing on its obligations which are substantially similar to those imposed on Education Perfect by Clause 5.

8.

Definitions
Capitalised terms have the following meanings in this DPA:

“Affiliate” means, with respect to a party, any person which directly or indirectly Controls, is Controlled by or is under common Control with such party;

“Applicable Law” means any laws, statutes, regulations, regulatory constraints, obligations or rules (including binding codes of conduct and binding statements of principle incorporated and contained in such rules) in any jurisdiction applicable to the existence or operation of the Terms and the Parties to the Terms, including any amending, consolidating or successor legislation or case law which takes effect from time to time in the relevant jurisdiction;

“Applicable Privacy Law” means an Applicable Law on data protection or data privacy, including if applicable, the GDPR;

“Control” shall mean the power to direct the management or policies of a person, whether through the ownership of more than 50% (fifty percent) of the voting power of such person or, through the power to appoint more than half of the members of the board of directors or similar governing body of such person, through contractual arrangements or otherwise;

“GDPR” means General Data Protection Regulation (EU) 2016/679 and/or (as applicable) UK GDPR under UK Applicable Privacy Law;

“Services” means the services to be provided by Education Perfect (directly or indirectly) for the purpose of providing the Online Learning Platform under the Terms; and the

terms “controller“, “data subject“, “personal data“, “personal data breach“, “processing” and “processor” have the meanings given to them in article 4 of the GDPR (and their cognates are to be interpreted accordingly), except that references to “personal data” include references to data relating to legal as well as natural persons to the extent that the

processing of the relevant data is regulated by an Applicable Privacy Law which applies to the processing of such data.

Schedule 1

Standard Contractual Clauses (Processors)
For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

The entity identified as “Customer” in the DPA (the “data exporter“)

and

Education Perfect Limited (NZCN 6584033) 77 Vogel Street, Dunedin 9016, New Zealand (the “data importer“)

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1
Definitions
(a)

‘personal data‘, ‘special categories of data‘, ‘process/processing‘, ‘controller‘, ‘processor‘, ‘data subject‘ and ‘supervisory authority‘ shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, except that, if these clauses govern a transfer of data relating to identified or identifiable corporate (as well as natural) persons, the definition of “personal data” is expanded to include those data;

(b)

‘the data exporter‘ means the controller who transfers the personal data;

(c)

‘the data importer‘ means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country’s system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d)

‘the sub-processor‘ means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e)

‘the applicable data protection law‘ means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f)

‘technical and organisational security measures‘ means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2
Details of the transfer
The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3
Third-party beneficiary clause
1.

The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2.

The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3.

The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have

become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

4.

The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4
Obligations of the data exporter
The data exporter agrees and warrants:

(a)

that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b)

that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c)

that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d)

that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e)

that it will ensure compliance with the security measures;

(f)

that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g)

to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h)

to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i)

that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j)

that it will ensure compliance with Clause 4(a) to (i).

Clause 5
Obligations of the data importer 1
The data importer agrees and warrants:

(a)

to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b)

that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the

change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c)

that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d)

that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

(ii) any accidental or unauthorised access, and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e)

to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f)

at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g)

to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h)

that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i)

that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j)

to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, inter alia, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

Clause 6

Liability

1.

The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2.

If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3.

If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent,

the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7
Mediation and jurisdiction
1.

The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2.

The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8
Cooperation with supervisory authorities
1.

The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2.

The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3.

The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9
Governing Law
The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10
Variation of the contract
The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clauses.

Clause 11
Sub-processing
1.

The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2.

The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3.

The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4.

The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12
Obligation after the termination of personal data processing services
1.

The parties agree that on the termination of the provision of data processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2.

The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

Appendix 1 to the Standard Contractual Clauses
This Appendix forms part of the Clauses and must be completed and signed by the parties. The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter
The data exporter is the entity identified as “Customer” in the DPA

Data importer
The data importer is Education Perfect Limited (NZCN 6584033) in Australia, United States, Canada, Philippines

Data subjects
The personal data transferred concern the categories of data subjects set out in Clause 3(d) of
the DPA.

Categories of data
The personal data transferred concern the categories of data set out in Clause 3(d) of the DPA.

Special categories of data (if appropriate)
None applicable.

Processing operations
The processing operations are defined in Clause 3(c) of the DPA.

Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and is deemed to have been signed by the parties on acceptance of the DPA.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Education Perfect shall implement technical and organisational security measures in accordance with Clause 5(c) of the DPA.