Zeelo-Customer Data Processing Agreement

Last updated 11 July 2025

BACKGROUND

(A) The Customer agreeing to the terms (Customer) and Zeelo Limited entered into an agreement for the provision of certain technology-enabled transport services (Master Agreement) that may require Zeelo to process Personal Data on behalf of the Customer.

(B) This Personal Data Processing Agreement (Agreement) sets out the additional terms, requirements and conditions on which Zeelo will process Personal Data when providing services under the Master Agreement. This Agreement contains the mandatory clauses required by Article 28(3) of the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR) for contracts between controllers and processors.

AGREED TERMS

1. Definitions and Interpretation

1.1 Definitions:

- Business Purposes: the services to be provided by Zeelo to the Customer as described in the Master Agreement and any other purpose specifically identified in ANNEX A.
- Commissioner: the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018).
- Controller: has the meaning given to it in section 6, DPA 2018.
- Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
- Data Subject: the identified or identifiable living individual to whom the Personal Data relates.
- Personal Data: means information relating to the Data Subjects which falls within the Personal Data Categories identified in ANNEX A.
- Processing, processes, processed, process: any activity that involves the use of the Personal Data. It includes, but is not limited to, any operation or set of operations which is performed on the Personal Data or on sets of the Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring the Personal Data to third-parties.
- Personal Data Breach: a breach of security leading to the accidental, unauthorised or unlawful destruction, loss, alteration, disclosure of, or access to, the Personal Data.
- Processor: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller.
- Term: this Agreement's term as defined in Clause 9.

- UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

1.2 This Agreement is subject to the terms of the Master Agreement and is incorporated into the Master Agreement. Interpretations and defined terms set forth in the Master Agreement apply to the interpretation of this Agreement.

1.3 The Annexes form part of this Agreement and will have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Annexes.

1.4 A reference to writing or written includes faxes and email.

1.5 In the case of conflict or ambiguity between:

- (a) any provision contained in the body of this Agreement and any provision contained in the Annexes, the provision in the body of this Agreement will prevail;
- (b) the terms of any accompanying invoice or other documents annexed to this Agreement and any provision contained in the Annex, the provision contained in the Annex will prevail; and
- (c) any of the provisions of this Agreement and the provisions of the Master Agreement, the provisions of this Agreement will prevail.

2. Personal data types and processing purposes

2.1 The Customer and Zeelo agree and acknowledge that for the purpose of the Data Protection Legislation:

- (a) the Customer is the Controller and Zeelo is the Processor.
- (b) the Customer retains control of the Personal Data and remains responsible for its compliance with obligations under the Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to Zeelo.
- (c) ANNEX A describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which Zeelo may process the Personal Data to fulfil the Business Purposes.

3. Zeelo's obligations

3.1 Zeelo will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Customer's written instructions. Zeelo will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation. Zeelo must promptly notify the Customer if, in its opinion, the Customer's instructions do not comply with the Data Protection Legislation.

3.2 Zeelo must comply promptly with any Customer written instructions requiring Zeelo to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.

3.3 Zeelo will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third-parties unless the Customer or this Agreement specifically authorises the disclosure, or

as required by law, court or regulator (including the Commissioner). If a law, court or regulator (including the Commissioner) requires Zeelo to process or disclose the Personal Data to a third-party, Zeelo must first inform the Customer of such legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the law prohibits the giving of such notice.

3.4 Zeelo will reasonably assist the Customer, at cost to the Customer, with meeting the Customer's compliance obligations under the Data Protection Legislation, taking into account the nature of Zeelo's processing and the information available to Zeelo, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with the Commissioner under the Data Protection Legislation.

3.5 Zeelo must notify promptly the Customer of any changes to the Data Protection Legislation that may reasonably be interpreted as adversely affecting Zeelo's performance of the Master Agreement or this Agreement.

3.6 Zeelo will ensure that its employees processing the Personal Data are informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data.

4. Security

4.1 Zeelo shall at all times implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data, as well as such measures to ensure a level of security appropriate to the risk involved.

5. Personal data breach

5.1 Zeelo will without undue delay, and at the longest within 48 hours, notify the Customer in writing if it becomes aware of:

- (a) the loss, unintended destruction or damage, corruption, or unusability of part or all of the Personal Data.
- (b) any accidental, unauthorised or unlawful processing of the Personal Data; or
- (c) any Personal Data Breach.

5.2 Where Zeelo becomes aware of (a), (b) and/or (c) above, it will, without undue delay, also provide the Customer with the following written information:

- (a) description of the nature of (a), (b) and/or (c), including the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned;
- (b) the likely consequences; and
- (c) a description of the measures taken or proposed to be taken to address (a), (b) and/or (c), including measures to mitigate its possible adverse effects.

5.3 Immediately following any accidental, unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. Further,

Zeelo will reasonably co-operate with the Customer at no additional cost to the Customer, in the Customer's handling of the matter, including but not limited to:

- (a) providing the Customer with physical access to any facilities and operations affected;
- (b) facilitating interviews with Zeelo's employees, former employees and others involved in the matter including, but not limited to, its officers and directors;
- (c) making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Customer; and
- (d) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or accidental, unauthorised or unlawful Personal Data processing.

5.4 Zeelo will cover all reasonable expenses associated with the performance of the obligations under clause 5.1 to clause 5.3 unless the matter arose from or in connection with the Customer's specific written instructions, negligence, wilful default or breach of this Agreement, in which case the Customer will cover all reasonable expenses.

6. Cross-border transfers of personal data

Where Zeelo transfers Personal Data to a country outside the United Kingdom, Zeelo shall ensure that such transfer is subject to appropriate safeguards as required under the UK GDPR.

This includes ensuring that:

(a) the destination country is subject to a UK adequacy decision, in which case no additional safeguards are required; or

(b) where no adequacy decision applies, Zeelo shall ensure the transfer is governed by a valid international transfer mechanism, such as the UK International Data Transfer Agreement (IDTA) or the UK Addendum to the European Commission Standard Contractual Clauses, as appropriate.

Zeelo shall also ensure that any onward transfer of Personal Data to a third party (e.g., sub-processors or affiliates) located outside the UK is subject to equivalent safeguards as described above.

In the event of any conflict between the terms of the Agreement or this DPA and the SCCs (or UK Addendum), the SCCs (and UK Addendum) shall prevail.

7. Subcontractors

7.1 Zeelo may only authorise a third-party (subcontractor) to process the Personal Data if:

- (a) the Customer is provided with an opportunity to object to the appointment of each subcontractor within 15 working days after Zeelo supplies the Customer with full details in writing regarding such subcontractor;
- (b) Zeelo enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this Agreement, in particular, in relation to requiring appropriate technical and organisational data security measures, and, upon the Customer's written request, provides the Customer with copies of the relevant excerpts from such contracts; and
- (c) Zeelo maintains control over all of the Personal Data it entrusts to the subcontractor.

7.2 Those subcontractors approved as at the commencement of this Agreement are identified in ANNEX B, including their name and location and the contact information for the person responsible for data protection compliance.

8. Complaints, data subject requests and third-party rights

8.1 Zeelo shall, at cost to the Customer, promptly provide such information to the Customer as the Customer may reasonably require, to enable the Customer to comply with:

- (a) the rights of Data Subjects under the Data Protection Legislation, including, but not limited to, subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and
- (b) information or assessment notices served on the Customer by the Commissioner under the Data Protection Legislation.

8.2 Zeelo must notify the Customer promptly in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.

8.3 Zeelo must notify the Customer within 7 days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation.

8.4 Zeelo will use its commercially reasonable efforts to give the Customer, at cost to the Customer, its co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.

8.5 Zeelo must not disclose the Personal Data to any Data Subject or to a third-party other than in accordance with the Customer's written instructions, or as required by law.

9. Term and termination

9.1 This Agreement will remain in full force and effect so long as:

- (a) the Master Agreement remains in effect; or
- (b) Zeelo retains any Personal Data in its possession or control (Term).

9.2 Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination of the Master Agreement in order to protect the Personal Data will remain in full force and effect.

9.3 If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its Master Agreement obligations, the parties may agree to suspend the processing of the Personal Data until that processing complies with the new requirements. If the parties are unable to bring the Personal Data processing into compliance with the Data Protection Legislation within 30 days, either party may terminate the Master Agreement on not less than 10 working days' written notice to the other party.

10. Data return and destruction

10.1 At the Customer's request, Zeelo will give the Customer, or a third-party nominated in writing by the Customer, a copy of or access to all or part of the Personal Data in its possession or control in the format and on the media reasonably specified by the Customer.

10.2 On termination of the Master Agreement for any reason or expiry of its term, Zeelo will securely delete or destroy or, if directed in writing by the Customer, return and not retain, all or any of the Personal Data related to this Agreement in its possession or control, except for one copy that it may retain and use for 30 days following termination for anonymisation and statistical purposes only.

10.3 Zeelo may at any time retain any documents, materials or Personal Data that Zeelo would otherwise be required to return or destroy, if any law, regulation, or government or regulatory body permits or requires Zeelo to do so.

11. Audit

11.1 Zeelo will permit the Customer and its third-party representatives to audit Zeelo's compliance with its Agreement obligations, on at least 7 days' notice, during the Term. Zeelo will give the Customer and its third-party representatives all necessary assistance to conduct such audits at cost to the Customer.

12. Warranties

12.1 Zeelo warrants and represents that:

- (a) it and anyone operating on its behalf will process the Personal Data in compliance with the Data Protection Legislation and other laws, enactments, regulations, orders, standards and other similar instruments; and
- (b) it has no reason to believe that the Data Protection Legislation prevents it from providing any of the Master Agreement's contracted services.

12.2 The Customer warrants and represents that Zeelo's expected use of the Personal Data for the Business Purposes and as specifically instructed by the Customer will comply with the Data Protection Legislation.

ANNEX A Personal Data processing purposes and details

- Subject matter of processing: Personal data processed in the course of supply of technology-enabled transport services by Zeelo to the Customer.
- Duration of Processing: Term of the Master Agreement or two years after rider inactivity, whichever is longer.
- Nature of Processing: Accessing, reproducing, using, displaying, modifying, distributing, storing, and deleting Personal Data in the course of providing the services.
- Business Purposes: Supply of services specified in the Master Agreement, namely in the Order Form and the relevant Service Terms.
- Personal Data Categories: Rider’s first name, last name, date of birth, token ID, external system ID as supplied by Customer or Rider. User’s phone number, email address, as supplied by Customer or User.
- Data Subject Types: Customer’s students or employees.

ANNEX B Subprocessors

Zeelo's subprocessors include:

- Amazon Web Services
- Google Cloud Platform
- The full list of Zeelo's subprocessors is maintained in Zeelo's Trust Center on its website, https://zeelo.co.