

PARTNER'S PDPA UNDERTAKING

This PDPA Undertaking Agreement (this "Agreement") has on this day been concluded between:

1) DigiPen Institute of Technology Singapore Pte Ltd, UEN: 200711322H, with it's address: 510 Dover Road, #03-01, Singapore 139660 ("**DigiPen (Singapore)**" or "**DigiPen Institute of Technology Singapore Pte Ltd**"); and

2) <PurpleClick Media Pte Ltd>, UEN: 200600721W, with it's address: 51 Goldhill Plaza, #14-01, Singapore 308900 ("**the Partner**")

DigiPen Institute of Technology Singapore Pte Ltd and the Partner are jointly referred to as the "**Parties**", and individually as a "**Party**".

This Agreement has been executed by the Parties hereto of their own free without any coercion or undue influence and shall be valid and legally binding on both parties from the date above written. Both parties consider this Agreement to be absolutely fair and as being in their respective interest to safeguard any personal data related matters.

Purpose:

The purpose of this Agreement is to ensure DigiPen Institute of Technology Singapore Pte Ltd and The Partner comply to protect personal data when processing data is carried out in accordance with the Data Protection Laws.

The Partner agrees that the following clauses shall apply where the Partner handles Personal Data (as defined in the Personal Data Protection Act of Singapore) in the course of and/or in connection with this Agreement:

- a) The Partner will upon <DigiPen Institute of Technology Singapore Pte Ltd> reasonable request: (i) provide <DigiPen Institute of Technology Singapore Pte Ltd> with full details of the processes the Partner has in place when the Partner collects, uses, discloses or processes Personal Data ("**Data Protection Processes**"); and (ii) work with <DigiPen Institute of Technology Singapore Pte Ltd> to amend or modify the Partner's Data Protection Processes to comply with <DigiPen Institute of Technology Singapore Pte Ltd> 's requirements. If the Partner intends to change any of its Data Protection Processes, the Partner must notify <DigiPen Institute of Technology Singapore Pte Ltd> in writing, and the Partner must not implement such changes unless and until agreed by <DigiPen Institute of Technology Singapore Pte Ltd> in writing, such agreement not to be unreasonably withheld.
- b) Unless otherwise permitted by <DigiPen Institute of Technology Singapore Pte Ltd> , the Partner may only collect, use or process Personal Data as allowed under the Project/Agreement ("**Permitted Purposes**"), and the Partner must comply with any reasonable instructions <DigiPen Institute of Technology Singapore Pte Ltd> gives the Partner regarding the collection, use, disclosure, treatment, protection, storage and return of Personal Data.

- c) The Partner must maintain the confidentiality of Personal Data, and must protect Personal Data against unauthorised, accidental or unlawful access, disclosure, use or processing, destruction, corruption, interference, loss, modification, amendment, disposal, erasure or alteration or other misuse. If the Partner knows of any breach or potential breach of protective measures or if there has been any actual or potential unauthorised or accidental disclosure of Personal Data, the Partner must inform <DigiPen Institute of Technology Singapore Pte Ltd> immediately.
- d) If under the Agreement, the Partner has to collect any Personal Data from <DigiPen Institute of Technology Singapore Pte Ltd> 's employees or any other individuals directly, the Partner must notify the individuals about the purpose of the Partner's collection and must obtain and record (for future reference) their consent before the Partner does so, and the Partner must follow any reasonable instructions which <DigiPen Institute of Technology Singapore Pte Ltd> may give the Partner in this regard, and must comply with all applicable laws for such collection of Personal Data.
- e) The Partner must not disclose any Personal Data to any other persons/entities (e.g. to the Partner's related company/affiliate/3rd party without <DigiPen Institute of Technology Singapore Pte Ltd>'s permission in writing. If the Partner is permitted to disclose or transfer Personal Data by <DigiPen Institute of Technology Singapore Pte Ltd> , the Partner must do so on a strictly 'need to know' and confidential basis and solely to allow use of the Personal Data for the Agreement and any other purposes permitted by <DigiPen Institute of Technology Singapore Pte Ltd> .
- f) The Partner must make sure its employees (or any other recipients, if disclosure of Personal Data to such other recipients has been permitted by <DigiPen Institute of Technology Singapore Pte Ltd> in writing) are aware of these obligations and are trained to comply with these obligations.
- g) The Partner must promptly return to <DigiPen Institute of Technology Singapore Pte Ltd> or destroy any Personal Data received in error. The Partner must return or destroy Personal Data as soon as practicable if required by <DigiPen Institute of Technology Singapore Pte Ltd> . At the end of the Project/Agreement, the Partner must notify <DigiPen Institute of Technology Singapore Pte Ltd> if the Partner or other recipients (if disclosure of Personal Data to such other recipients has been permitted by <DigiPen Institute of Technology Singapore Pte Ltd> in writing) have any Personal Data collected/received as part of the Agreement, and follow <DigiPen Institute of Technology Singapore Pte Ltd>'s instructions on either returning or destroying the Personal Data. Following such destruction or return, <DigiPen Institute of Technology Singapore Pte Ltd> may require the Partner to certify that the Partner (and such recipients) no longer have Personal Data. If the Partner wants to retain any Personal Data beyond the end of the Project/Agreement, the Partner will be required to inform <DigiPen Institute of Technology Singapore Pte Ltd> of the Partner's reasons and seek <DigiPen Institute of Technology Singapore Pte Ltd> 's agreement on the same.

- h) The Partner agrees that <DigiPen Institute of Technology Singapore Pte Ltd> may audit or appoint auditors to determine if the Partner has complied with these requirements, and if required by <DigiPen Institute of Technology Singapore Pte Ltd> , the Partner will allow <DigiPen Institute of Technology Singapore Pte Ltd> (and/or its auditors) to access the Partner's premises, records and personnel to perform such audit (subject to reasonable advance notice). Where the Partner has disclosed Personal Data to other recipients (if disclosure of Personal Data to such other recipients has been permitted by <DigiPen Institute of Technology Singapore Pte Ltd> in writing), the Partner will procure that such recipient allows <DigiPen Institute of Technology Singapore Pte Ltd> (and/or its auditors) to access its premises, records and personnel to perform such audit (subject to reasonable advance notice).
- i) In the event the Partner is using any software applications for storing personal data as a data intermediary (DI), the Partner agreed to take appropriate technical measures to be responsible for securing and protecting personal data.
- j) The Partner consents, and will ensure that each person assigned or engaged to interact with <DigiPen Institute of Technology Singapore Pte Ltd> in connection with the Agreement consents, to the collection, storage, processing, dissemination or his Personal Data in relation to the Agreement by <DigiPen Institute of Technology Singapore Pte Ltd> .
- k) If the Agreement involves the Partner selling or making available to <DigiPen Institute of Technology Singapore Pte Ltd> Personal Data databases or Personal Data of individuals where the collection of such Personal Data is not governed by this Letter (for example, where the Partner is engaged to provide referrals/marketing in a form of a Data Intermediary (DI) or any services rendered to <DigiPen Institute of Technology Singapore Pte Ltd>), <DigiPen Institute of Technology Singapore Pte Ltd> hereby confirms that it will comply with applicable requirements under the Personal Data Protection Act of Singapore, and:
 - a. the Partner confirms that it is aware of the purposes which <DigiPen Institute of Technology Singapore Pte Ltd> may collect, use or disclose the Personal Data (collectively, "Purposes"); and
 - b. the Partner represents, warrants and undertakes that it has obtained from each individual to whom any Personal Data relates, written consent which allows <DigiPen Institute of Technology Singapore Pte Ltd> and its affiliates and service providers to use, process and disclose their Personal Data for the Purposes.
- l) The Partner undertake to indemnify and hold <DigiPen Institute of Technology Singapore Pte Ltd> harmless if the Partner's default or negligence causes any penalties, liabilities, claims, demands, losses and damages to <DigiPen Institute of Technology Singapore Pte Ltd> .

- m) In the event that the Partner breaches any term of this Undertaking, <DigiPen Institute of Technology Singapore Pte Ltd> may terminate the Agreement with the Partner immediately and without penalty without prejudice to any other remedies or actions it may have against the Partner.

<DIGIPEN INSTITUTE OF TECHNOLOGY
SINGAPORE PTE LTD>

Name: Dawn Chen

Title: Manager, Marcom



Company Stamp:

DIGIPEN INSTITUTE OF TECHNOLOGY
SINGAPORE PTE. LTD.

< PURPLECLICK MEDIA PTE LTD>

Name: Leon Tee Tze Yong

Title: Senior Executive, Business
Management and Account Management

Company Stamp:

