



Data Processing Agreement

This Data Processing Agreement (“**DPA**”) is entered into by and between Vygo Pty Ltd, whose registered office is at Level 38, 345 Queen Street, Brisbane, Queensland, Australia (“**Vygo**”), and the partner identified on the signature page below (“**Partner**”). This DPA is incorporated into and forms part of the Vygo Platform Partner Terms (the “**Agreement**”) and governs Vygo’s processing of Partner Personal Data on behalf of Partner in connection with the Services. Upon execution by the parties, this DPA supersedes the data processing and privacy provisions of the Agreement with respect to Partner Personal Data processing. Capitalized terms not defined herein have the meanings given in the Agreement.

This DPA is governed by applicable Data Protection Laws in the United States. It does not incorporate or implement GDPR, UK GDPR, or any other non-U.S. data protection framework.

1. ROLES OF THE PARTIES

Partner is the data controller with respect to Partner Personal Data processed through the Services. Vygo is a data processor, processing Partner Personal Data solely on behalf of Partner and only for the purposes of providing the Services as described in the Agreement and this DPA.

2. SCOPE AND PURPOSE OF PROCESSING

Vygo shall process Partner Personal Data only to: (a) provide the Services as described in the Agreement; (b) comply with Data Protection Laws; or (c) to produce de-identified aggregated data as permitted herein. Vygo shall not sell, rent, share, or otherwise commercialize Partner Personal Data. Vygo shall not combine Partner Personal Data received from Partner with Partner Personal Data received from other sources for any purpose other than providing the Services. Notwithstanding the foregoing, Vygo may aggregate and de-identify Partner Personal Data (such that it no longer identifies any individual) and use such aggregated, de-identified data for analytics, benchmarking, and platform improvement and as otherwise provided in the Agreement. Vygo shall not attempt to re-identify de-identified data and shall contractually require any recipient of such data to refrain from re-identification. Where any instructions from Partner are ambiguous, conflicting, or technically infeasible, Vygo shall promptly notify Partner and await clarification before proceeding. Vygo shall not follow instructions it reasonably believes would violate Data Protection Laws, and shall inform Partner of such concern in writing. Vygo shall not be liable for any processing carried out in good-faith reliance on Partner’s instructions, including where those instructions are later determined to be non-compliant with Data Protection Laws.

Categories of Partner Personal Data processed may include: End User names; delivery and billing addresses; phone numbers and email addresses; order details and transaction records. The processing of sensitive Partner Personal Data (including financial account numbers, health data, precise geolocation beyond what is operationally necessary for delivery, or data of minors) is not anticipated. Partner shall not submit any such data without prior written agreement with Vygo.

3. PARTNER OBLIGATIONS

Partner is responsible for: (a) ensuring that its collection, use, and disclosure of Partner Personal Data comply with all Data Protection Laws; (b) obtaining all necessary consents, providing all required notices, and establishing all required legal bases for the processing of Partner Personal Data under this DPA; (c) promptly notifying Vygo in writing when any information Partner provides to Vygo under this DPA contains categories of Partner Personal Data not identified in Section 2, including any sensitive Partner Personal Data as described in Section 2; and (d) maintaining the accuracy of Partner Personal Data submitted to the Services. Vygo shall not be responsible for any processing of Partner Personal Data that results from Partner’s failure to comply with this Section 3.



4. SECURITY MEASURES

Vygo implements and maintains the following technical and organizational measures to protect Partner Personal Data:

- Encryption of Partner Personal Data in transit using TLS 1.2 or higher;
- Encryption of Partner Personal Data at rest using industry-standard encryption;
- Access controls limiting Partner Personal Data access to personnel who require it in connection with the Services;
- Binding confidentiality obligations imposed on all personnel and subcontractors who process Partner Personal Data in connection with the Services;
- Regular vulnerability assessments and security testing;
- Incident response procedures for detecting, reporting, and investigating Data Breaches; and
- Business continuity and data backup procedures.

Vygo shall maintain records of its processing activities with respect to Partner Personal Data sufficient to demonstrate compliance with this DPA, and shall make a summary of such records available to Partner upon reasonable written request made no more than once per calendar year.

5. SUBPROCESSORS

Partner provides general authorization for Vygo to engage subcontractors to process Partner Personal Data (“**Subprocessors**”) to assist in providing the Services. Vygo maintains a current, named list of its Subprocessors at: <https://vygoapp.com/au/legal/overview> which identifies each Subprocessor by name, the category of service it provides, and its processing location. Partner should review the current list before executing this DPA. The list of Subprocessors, as updated from time to time with notice as described below, is incorporated by reference into this DPA.

Vygo shall: (a) impose on each Subprocessor data protection obligations no less protective than those in this DPA; (b) remain responsible for each Subprocessor’s compliance with this DPA; and (c) provide Partner with reasonable advance notice (not less than thirty (30) days) of any addition of a new Subprocessor or material change to an existing Subprocessor, by updating the subprocessor page and notifying Partner via email to the primary contact address on file. Partner may object to a new Subprocessor in writing within fourteen (14) days of notice; if the parties cannot resolve the objection in good faith within thirty (30) days of the objection, either party may terminate the affected Order Form without penalty.

6. CONSUMER RIGHTS ASSISTANCE

Vygo shall reasonably assist Partner in responding to requests from individuals whose Partner Personal Data is processed under this DPA in accordance with Data Protection Laws, including that individual’s right to access, correct, delete, or obtain a copy of their Partner Personal Data. Vygo shall promptly notify Partner, and in any event within five (5) business days, of any request it receives that relates to Partner Personal Data processed on Partner’s behalf. Vygo shall not respond to such requests independently except as required by Data Protection Laws, and shall promptly refer any such requests to Partner.

7. DATA BREACH NOTIFICATION

Vygo shall notify Partner without undue delay, and in any event within seventy-two (72) hours, of becoming aware of any confirmed or reasonably believed unauthorized access to, acquisition of, disclosure of, or destruction of Partner Personal Data maintained by Provider or its Subprocessors (a “**Data Breach**”). Such notice shall include, to the extent known at the time: (a) the nature of the Data Breach and systems or data affected; (b) categories and approximate number of individuals affected; (c)



categories and approximate volume of Partner Personal Data affected; (d) likely consequences of the Data Breach; and (e) measures taken or proposed to address the Data Breach and mitigate its effects.

Vygo shall cooperate fully with Partner's Data Breach response and any required regulatory notifications.

8. GOVERNMENT AND LEGAL REQUESTS

If Vygo receives a subpoena, court order, or other legal demand from a government or regulatory authority requiring disclosure of Partner Personal Data processed on Partner's behalf, Vygo shall: (a) promptly attempt to redirect the requesting authority to seek the Partner Personal Data directly from Partner where legally permissible; (b) provide Partner with prompt written notice of the demand, to the extent Vygo is legally permitted to do so, to allow Partner to seek a protective order or other appropriate relief; and (c) disclose only the minimum Partner Personal Data legally required to comply with the demand.

Vygo shall document all government and regulatory requests for Partner Personal Data and make such records available to Partner upon written request.

9. DATA RETENTION, RETURN, AND DELETION

Upon termination or expiration of the applicable Order Form, Vygo will make Partner Personal Data available for export for sixty (60) days in a standard machine-readable format. After such period, Vygo will securely delete or destroy all Partner Personal Data within a commercially reasonable time, not to exceed ninety (90) days, unless retention is required by Data Protection Laws. Partner is solely responsible for initiating and completing data export prior to the expiration of the sixty (60) day window. Upon Partner's written request, Vygo will provide written confirmation of deletion.

10. DATA LOCATION

Partner Personal Data processed under this DPA shall be stored and processed exclusively in the United States. Vygo uses commercially reasonable efforts to engage Subprocessors located in the United States. Vygo shall notify Partner in accordance with Section 4 before engaging any Subprocessor that would process Partner Personal Data outside the United States.

11. COMPLIANCE WITH DATA PROTECTION LAWS

Each party shall comply with the Data Protection Laws that govern its respective activities under this DPA. Vygo's obligations under this Section apply only with respect to the Data Protection Laws that are based on Partner's jurisdiction and the locations of its End Users. To the extent Vygo qualifies as a "service provider," "processor," or equivalent designation under any applicable Data Protection Laws, the restrictions set forth in Section 2 (Scope and Purpose of Processing) constitute Vygo's contractual commitments as a service provider or processor under Data Protection Laws.

Vygo shall assist Partner with its compliance obligations as set forth in Sections 4 and 6. Vygo's assistance obligations under this DPA are provided solely to support Partner and do not make Vygo responsible for Partner's own compliance with Data Protection Laws. Partner remains solely responsible for its privacy notices, legal bases for processing, and all other compliance obligations it has as a data controller with respect to its End Users.

12. AUDIT RIGHTS

Upon Partner's reasonable written request, and no more than once per calendar year absent a confirmed Data Breach, Vygo shall demonstrate its compliance with this DPA as follows: (a) Vygo shall make available its privacy and security policies, certifications, and other documentation reasonably necessary to demonstrate compliance with Data Protection Laws. Partner agrees that review of a current SOC 2 Type



If report constitutes sufficient evidence of compliance with the security measures in Section 4 with respect to the period covered by such report; (b) If Partner reasonably determines that the documentation provided is insufficient to demonstrate compliance with a specific obligation under this DPA, Partner may request an on-site or remote audit of Vygo's data processing activities. Partner shall provide at least thirty (30) days' prior written notice, shall conduct any audit at mutually agreed-upon times during normal business hours in a manner minimally disruptive to Vygo's operations, and shall bear all costs associated with the audit; provided that if the audit reveals a material breach of this DPA by Vygo, Vygo shall reimburse Partner for the reasonable documented costs of that audit; (c) Any auditor engaged by Partner must execute a confidentiality agreement acceptable to Vygo prior to commencing the audit.

13. DPA MODIFICATIONS

Vygo may modify this DPA as reasonably necessary to comply with changes in Data Protection Laws, provided that Vygo gives Partner at least thirty (30) days' written notice of any material modification. If a modification materially reduces Partner's rights under this DPA, Partner may object in writing within thirty (30) days of notice. If the parties cannot resolve the objection, Partner may terminate the affected Order Form without penalty. Partner's continued use of the Services after the effective date of a modification constitutes acceptance of the modified DPA.

14. TERM

This DPA remains in effect for as long as Vygo processes Partner Personal Data on behalf of Partner under the Agreement or any Order Form. The obligations of this DPA survive the termination of the Agreement to the extent Vygo retains any Partner Personal Data.

15. ORDER OF PRECEDENCE

In the event of conflict between this DPA and the Agreement with respect to the processing of Partner Personal Data, this DPA shall control. In all other matters, the Agreement control.

16. LIABILITY

Each party's liability arising out of or in connection with this DPA or any Order Form is subject to the limitation of liability provisions in the Agreement. The aggregate liability cap set forth in the Agreement applies to claims arising under this DPA or any Order Form. As between the parties, Partner is solely responsible for the costs of any required Data Breach notifications to affected individuals and regulators, except to the extent a Data Breach is caused solely by Vygo's failure to maintain the security measures required under Section 4 of this DPA, in which case Vygo shall bear its own reasonable investigative and remediation costs and shall cooperate fully with Partner's reasonable notification efforts.

[Signature Page Follows]



By signing below, each party agrees to be bound by this Data Processing Agreement.

PARTNER [Entity Name] Signature: _____ Printed Name: _____ Title: _____ Date: _____	Vygo Pty Ltd Signature: _____ Printed Name: _____ Title: _____ Date: _____
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