**DATA PROCESSING ADDENDUM**

This Data Processing Addendum (this “**Addendum**”) is effective as of 22 January 2022 between

* + 1. Izz Hafeez Bin Zek Hazley (the “**Company**”); and
    2. GrabTaxi Holdings (“**Grab**”),

(each a “**Party**” and together the “**Parties**”).

**NOW, THEREFORE, IN CONSIDERATION** of the promises exchanged herein and for other good and valuable consideration, the Parties hereby agree as follows:

1. **DEFINITIONS**

* 1. In this Addendum, unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

“**Agreed Service Location**”means all the countries;

“**Agreement**”refers to the Confidentiality, Non-Disclosure and Non-Solicitation Agreement

entered into on 22 January 2022, and, unless the context otherwise suggests, shall include all its annexures;

“**Applicable Data Protection Laws**”means all data protection or privacy laws, codes, statutes, ordinances, rules, regulations, or enforcement order of, any governmental or quasi-governmental authority of any jurisdiction as may be amended and in effect from time to time that apply in connection with either party’s performance of this Addendum;

“**Business Purposes**” means the matters contemplated in the Agreement, including but not limited to the services to be supplied by the Company as described in the Agreement, or any other Purpose set out in the Schedule;

“**Data Controller**” means the entity which determines the purposes for which and the means by which Personal Data is processed, and includes the term “Organisation” as defined in the Singapore Personal Data Protection Act 2012 (No. 26 of 2012);

“**Data Processor**” means the entity which processes Personal Data on behalf of the Data Controller, and includes the term “Data Intermediary” as defined in the Singapore Personal Data Protection Act 2012 (No. 26 of 2012);

“**Data Subject**”refers to an identified or identifiable natural person, and includes the term “Individual” as defined in the Singapore Personal Data Protection Act 2012 (No. 26 of 2012);

“**Grab Personal Data**” means Personal Data which Grab or its affiliates discloses to the Company or which the Company processes on behalf of Grab, including the Personal Data specified in the Schedule;

“**Personal Data**” means data, whether true or not, about a Data Subject who can be identified or is identifiable:

* + - 1. from that data; or
      2. from that data and other information to which the Company has or is likely to have access;

“**processing**”, in relation to Personal Data, means the carrying out of any operation or set of operations in relation to the Personal Data, and includes any of the following:

* + - 1. recording;
      2. holding;
      3. organisation, adaptation or alteration;
      4. retrieval;
      5. combination;
      6. transmission;
      7. erasure or destruction; and

“**Sub-Processor**” means a third-party Data Processor engaged by Company, who has or potentially has access to, or processes Personal Data on behalf of the Data Processor.

* 1. This Addendum is subject to the terms of the Agreement and is incorporated into it.
  2. Notwithstanding Clause 1.2, if there is any inconsistency between this Addendum and the Agreement, this Addendum shall prevail.
  3. A reference to writing or written includes email.

1. **PURPOSE OF DATA SHARING**

* 1. For the purposes of this Addendum, Grab has determined that Personal Data is required to be subjected to the processing operations particularised in the Schedule ("**Purposes**") of this Addendum.
  2. The Parties acknowledge that for the purpose of the Applicable Data Protection Laws, Grab is the Data Controller of the Grab Personal Data and the Company is the Data Processor.
  3. Grab retains control of the Grab Personal Data and remains responsible for its obligations under the Applicable Data Protection Laws, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to the Company.

1. **HANDLING AND PROTECTION OF DATA**
   1. **Compliance with Applicable Data Protection Laws.** The Company shall comply with Applicable Data Protection Laws, at its own cost.
   2. **Processing, Use and Disclosure.** 
      1. The Company shall only process, use or disclose Grab Personal Data:
2. strictly for the purposes of fulfilling its obligations and the Business Purposes;
3. in accordance with Grab’s prior written instructions; or
4. when required by law or an order of court but shall, at its own costs, notify Grab as soon as practicable before complying with such law or order of court.
   * 1. The Company shall not process the Grab Personal Data for:
5. any other purpose not listed as a processing operation in the Schedule of this Addendum; or
6. in a way that does not comply or is inconsistent with this Agreement or the Applicable Data Protection Laws.
   * 1. The Company must promptly notify Grab if, in its opinion, Grab’s instruction would not comply with the Applicable Data Protection Laws.
     2. The Company must promptly notify Grab of any changes to Applicable Data Protection Laws that may adversely affect the Company's performance of the Agreement.
     3. The Company shall not disclose or grant access to the Grab Personal Data to any third party (including any Sub-Processor) unless:
7. the prior written consent of Grab has been obtained;
8. the third party undertakes to respect and maintain the confidentiality, integrity and security of the Grab Personal Data;
9. the third party is subjected to terms substantially the same as those set out in this Addendum, in particular, in relation to requiring reasonable technical and organisational data security arrangements, and upon Grab’s written request, provides Grab with copies of such contracts; and
10. the Company maintains control over all the Grab Personal Data it entrusts to the third party.
    * 1. The Company will take reasonable steps to ensure the reliability, integrity and trustworthiness of all of the persons, including but not limited to its employees and any Sub-Processors, to whom it grants access or discloses the Grab Personal Data.
      2. The Company will have in place procedures so that any employee or third party it authorises to have access to the Grab Personal Data, including Data Processors and Sub-Processors, will maintain the confidentiality, integrity and security of Grab Personal Data. Any employee or third party to whom the Grab Personal Data is disclosed or access is granted shall be obliged to process Grab Personal Data only on the instructions from the Company. This provision does not apply to persons authorised or required by law or regulation to have access to Grab Personal Data.
      3. The Company remains fully liable to Grab for the third party’s performance of the Company’s obligations set out in this Agreement.
    1. **Data Subject Requests.** 
       1. The Company shall promptly and fully notify Grab upon receipt of any complaint, notice, request (including but not limited to access requests received from Data Subjects) or communication (collectively referred to as “**Communications**”) it receives that relates directly or indirectly to the processing of the Grab Personal Data without responding to such Communications, unless it has been otherwise authorized to do so. If the Company has been so requested by Grab, it shall cooperate promptly and fully with Grab to respond to such Communications.
       2. For the avoidance of doubt, the Company shall not disclose Grab Personal Data to any Data Subject or to a third party other than at Grab’s request or instruction, as provided for in the Agreement or as required by law.
    2. **Cross-Border Personal Data Transfers.** The Company shall not, without Grab’s prior written instructions, transfer Grab Personal Data outside an Agreed Service Location or remotely access Grab Personal Data from any country or territory other than an Agreed Service Location. For any such permitted transfer or remote access of Grab Personal Data outside of an Agreed Service Location, the Company shall ensure that the recipient of the Grab Personal Data is under a contractual obligation to provide a standard of protection to the Grab Personal Data so transferred or remotely accessed comparable to the protection under this Agreement or Applicable Data Protection Laws.
    3. **Security Measures.** The Company shall protect the Grab Personal Data in the Company’s control or possession by making reasonable technical, security and organisational arrangements (including, where appropriate, physical, administrative, procedural and information & communications technology measures) to prevent unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of Grab Personal Data, or other similar risks. For the purposes of this Addendum, “reasonable technical, security and organisational arrangements” refer to the measures set out in the Information Security Exhibit.
    4. **Access to Personal Data.** The Company shall provide Grab with access to the Grab Personal Data that the Company has in its possession or control, as soon as practicable upon Grab’s written request.
    5. **Accuracy and Correction of Grab Personal Data.** 
       1. The Company agrees that the Grab Personal Data provided by Grab is provided on an “AS IS” basis. Grab makes no representations or warranties regarding the suitability or accuracy of the Grab Personal Data provided to the Company, whether express, implied or otherwise.
       2. The Company shall put in place reasonable measures to ensure that Grab Personal Data in its possession or control remains or is otherwise accurate and complete. In any case, the Company shall take steps to correct any errors in the Grab Personal Data, as soon as practicable upon Grab’s written request.

* 1. **Retention of Grab Personal Data*.***
     1. If the Company is in breach of any of its obligations under this Addendum, the Company shall, in accordance with Grab’s instructions, either return (and cause to be returned) or destroy and erase (and cause to be destroyed and erased) any Grab Personal Data that is in its possession and/or control, and provide a written confirmation (within thirty (30) days) to Grab that it has returned (or, where applicable) destroyed and erased all such Grab Personal Data.
     2. Upon the termination or expiry of this Agreement, the Company shall, in accordance with Grab’s instructions, either return (and cause to be returned) or destroy and erase (and cause to be destroyed and erased) any Grab Personal Data and provide a written confirmation (within thirty (30) days) to Grab that it has returned (or, where applicable) destroyed and erased all such Grab Personal Data.
     3. The Company shall cease to retain the Grab Personal Data, or remove the means by which the Grab Personal Data can be associated with particular Individuals as soon as it is reasonable to assume that (i) the Business Purposes and Purposes are no longer being served by retention of the Grab Personal Data; and (ii) the retention of the Grab Personal Data is no longer necessary for any business, regulatory, legal or audit purpose.
     4. The provisions of Clause 3.8 shall survive the expiration or early termination of this Addendum.
  2. **Anonymized Grab Personal Data.** If the Company is provided with anonymized Grab Personal Data, then the Company shall not attempt to reverse-engineer, recreate, combine with any other dataset, or otherwise re-identify any Data Subject from the anonymized Grab Personal Data.

1. **AUDIT**
   * 1. Upon Grab’s reasonable request, the Company will permit Grab and/or Grab’s third-party representatives (including any independent or impartial inspection agents or auditors selected by Grab and not reasonably objected to by the Company) to audit the Company's compliance with its obligations under this Agreement, on at least fourteen (14) days' notice and during regular business hours. The Company will provide Grab and/or Grab’s third-party representatives all necessary assistance to conduct such audits.
   1. At Grab's written request, the Company will, at its own cost:
      1. provide Grab with a written report that includes detailed plans to remedy any security deficiencies identified by the audit; and
      2. remedy any deficiencies identified by the audit within 120 days.
   2. In the event that the audit reveals any non-compliance by the Company with the terms of this Agreement, the Company shall reimburse Grab the reasonable costs incurred by Grab in connection with such audit.
2. **INDEMNITY**
   1. The Company agrees to hold harmless, and indemnify Grab and its affiliates, and each of their respective officers, directors, employees, agents and customers (the “**Indemnified Parties**”) from and against any and all third-party claims, demands, suits, liabilities, losses, statutory penalties, damages, costs, and expenses (including but not limited to attorneys’ fees) arising out of or in connection with any negligent, fraudulent or wilful act or omission by the Company, its affiliates, or their respective officers, directors, agents, Sub-Processors, or employees, which results in the breach of this Addendum or the Indemnified Parties being in breach of the Applicable Data Protection Laws.
3. **TERM AND TERMINATION**
   1. This Addendum will remain in full force and effect so long as:

1. the main Agreement remains in effect; or

1. the Company has any Grab Personal Data related to the main Agreement in its possession or control.

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

1. **VARIATION**

No variation to this Addendum shall be effective unless it is in writing and signed by the Parties or their authorized representatives.

1. **VALIDITY**

The invalidity or unenforceability of any provision of this Addendum shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect.

1. **LANGUAGE**

This Addendum is drafted in the English language. It may be translated into other languages and, whether in English or in any other language, shall constitute an original and shall constitute the same Addendum, provided that, in the event of any inconsistency, the English language version shall prevail over any translation.

**SCHEDULE**

This Schedule forms part of the Addendum and must be completed and signed by the Parties:

**Data Subjects**

The Grab Personal Data to be processed by the Company relate to the following categories of Data Subjects:

Drivers

**Types of Personal Data**

The Grab Personal Data to be processed by the Company consist of the following types of Personal Data:

Synthetic id, Driver’s city, Wheels (Mode of Vehicle), Latitude, Longitude, Bearing, Accuracy, Speed, Timestamp, Device

**Sensitive Personal Data (if appropriate)**

The Grab Personal Data to be processed by the Company consist of the following types of sensitive Personal Data:

NA

**Processing operations**

The Grab Personal Data to be processed by the Company will be subject to the following processing activities:

The dataset can only be used for peer review/research purpose in the Geospatial domain.

This Data Processing Addendum has been signed by or on behalf of the Parties on the date stated at the beginning of the document.



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| By: | **Grabtaxi Holdings Pte Ltd** |  | By: | **Izz Hafeez Bin Zek Hazley** |
| Name: |  |  | Name: | **Izz Hafeez Bin Zek Hazley** |
| Title: |  |  | Title: | Student |
| Date: |  |  | Date: | 22 January 2022 |