

Data Processing Agreement

Between the School (Data Controller) and TBS Education Ltd Oy (Data Processor) · Effective 28 April 2026

1. PARTIES

This Data Processing Agreement ("DPA") is entered into between:

- The **School** identified in the signature block below ("Controller")
- **TBS Education Ltd Oy**, Finnish business identifier 3614159-3, registered at Lahti, Finland ("Processor")

PROCESSOR'S UK DATA PROTECTION REGISTRATION

ICO Registration: ZC133810

TBS Education Ltd Oy is registered with the UK Information Commissioner's Office (ICO) as a fee-paying data controller and processor. The registration is publicly verifiable on the ICO register at ico.org.uk.

2. SUBJECT MATTER AND DURATION

The Processor processes personal data on behalf of the Controller for the purpose of operating The Business School classroom simulation, generating session scores, and producing AI-assisted post-session feedback reports. This DPA remains in force for the duration of the Controller's licence and continues to apply to any retained data thereafter.

3. NATURE AND PURPOSE OF PROCESSING

The Processor will process personal data only for the documented purposes set out in this DPA and the Controller's instructions. Processing includes: storing teacher account information; capturing pseudonymous student session data; generating scores and reports; and supporting the Controller in fulfilling data-subject requests.

4. CATEGORIES OF DATA AND DATA SUBJECTS

4.1 Data subjects

- Teaching staff using the simulation
- Students participating in classroom sessions, aged 14–18

4.2 Categories of personal data

CATEGORY	DETAIL
Teacher data	Name, email, school name, session history
Student data	Self-selected nickname only — no real name, email, DOB, photo or other identifier collected
Gameplay data	In-session decisions and team scores
Technical data	IP address (server logs, 30-day retention); browser/device headers; session timestamps

5. SUB-PROCESSORS

The Controller authorises the Processor to engage the following sub-processors. The Processor will give the Controller at least 30 days' notice of any intended addition or replacement, allowing the Controller to object on reasonable data-protection grounds.

SUB-PROCESSOR	PURPOSE	LOCATION	TRANSFER SAFEGUARD
Netlify, Inc.	Frontend hosting, edge CDN, serverless functions	Global edge network; primary EU edge nodes	Standard Contractual Clauses (UK Addendum) under UK GDPR Art. 46
Neon, Inc.	Postgres database (sessions, scores, teacher accounts)	AWS US East 1 (current) — EU region migration planned May 2026	Standard Contractual Clauses (UK Addendum); AES-256 at rest; TLS 1.2+ in transit
Anthropic PBC	AI inference for end-of-session feedback reports (Claude API)	EU and US regions	Standard Contractual Clauses (UK Addendum); no student identifiers sent

6. SECURITY MEASURES

- HTTPS / TLS 1.2 or higher on every connection
- Encryption at rest (AES-256) for the production database
- PIN-code join eliminates student passwords and credential-leakage risks
- Per-session sandboxing; sessions cannot read each other's state
- Server logs auto-purged after 30 days
- Access controls: production database access restricted to the Founder and the contracted development partner under written confidentiality terms
- Cyber Essentials Verified Self-Assessment in progress with IASME

7. CONFIDENTIALITY AND PERSONNEL

The Processor will ensure that any person authorised to process personal data is committed to confidentiality and is appropriately trained.

8. ASSISTANCE WITH DATA-SUBJECT REQUESTS

Taking into account the nature of the processing, the Processor will assist the Controller, by appropriate technical and organisational measures, in fulfilling Controller's obligation to respond to requests for exercising data-subject rights under UK GDPR Articles 15–22.

9. DATA BREACH NOTIFICATION

The Processor will notify the Controller of any personal data breach without undue delay, and in any event within **72 hours** of becoming aware, providing the information required under UK GDPR Art. 33.

10. AUDIT RIGHTS

The Processor will make available to the Controller all information necessary to demonstrate compliance with this DPA. The Processor will allow for reasonable audits, conducted by the Controller or another auditor mandated by the Controller, on at least 30 days' written notice.

11. RETURN OR DELETION OF DATA

At the choice of the Controller, the Processor will delete or return all personal data after the end of the provision of services, and delete existing copies, unless retention is required by law.

12. GOVERNING LAW

This DPA is governed by the laws of England and Wales for UK Controllers, and by Finnish law for non-UK Controllers. Disputes are subject to the exclusive jurisdiction of the competent courts of London for UK Controllers, and Helsinki District Court for non-UK Controllers.

CONTROLLER (SCHOOL) Authorised signatory: _____	PROCESSOR (TBS EDUCATION LTD OY) Sakari Laajoki, Founder & Director _____
SCHOOL NAME _____	DATE _____
EMAIL _____	DATE _____