



SCHEDULE 2 — DATA PROCESSING AGREEMENT

Version 1.4 · 26 August 2026 · Operative data-protection instrument of the GENIE institutional execution pack · Supersedes all earlier data-protection terms, including the summary "Part B" in the Master Agreement bundle

Annexed to and forming part of the GENIE Master Software-as-a-Service Subscription Agreement. This Schedule is the sole operative data-protection instrument between the parties; where any other document in the pack addresses the same subject matter, this Schedule prevails.

Processor: GENESIS SYSTEMS LABS & TECHNOLOGIES LIMITED (RC 9271234), a company incorporated in the Federal Republic of Nigeria ("the Processor"), 3 Zion Close, Estate 10, Redemption City of God, Mowe, Ogun State, Nigeria — operator of the GENIE platform.

Controller: the Institution named in the Service Agreement ("the Institution").

Governing law: the Nigeria Data Protection Act 2023 ("NDPA") and the Nigeria Data Protection Commission's General Application and Implementation Directive ("GAID").

1. THE ROLE SPLIT

This is the foundational allocation. Everything else follows from it.

Processing activity	The Processor	The Institution
Personal data of the Institution's students, staff and officers held in GENIE	Processor	Controller
Academic records — enrolment, structure, calendars, delivery, assessment, clearance, progression, supervision	Processor	Controller
Presence and verification records — attendance, coverage evidence, proximity, verification hashes, device identifiers	Processor	Controller
Communications sent to the Institution's data subjects through GENIE	Processor	Controller
The Institution's own account, billing and subscription data	Controller	Counterparty
Aggregated, institution-level sector statistics furnished to regulators	Controller of the aggregate	Source Controller
Demonstration and marketing tenants containing only synthetic data	Controller	Not applicable



1.1 The Institution determines the purposes and means of the processing of the personal data described in the first four rows. The Processor processes that data solely on the Institution's documented instructions.

1.2 The Service Agreement, this Schedule, and the Institution's use of GENIE's configuration options together constitute the Institution's documented instructions. Any other instruction must be given in writing.

1.3 The Processor shall notify the Institution without undue delay if, in its opinion, an instruction infringes the NDPA. The Processor may suspend performance of that instruction pending resolution.

1.4 Where the Processor determines the purposes and means of any processing — the last three rows — it acts as Controller and bears the corresponding obligations directly.

2. SUBJECT MATTER, DURATION, NATURE AND PURPOSE

2.1 Subject matter. Provision of the GENIE academic operating system: the recording, verification, management and reporting of academic and administrative records for a tertiary institution.

2.2 Duration. For the term of the Service Agreement, plus the retention periods in clause 10.

2.3 Categories of data subject. Students (including part-time and open/distance learners), academic staff, administrative staff, principal officers, and — where the Institution enrolls them — guardians and sponsors.

2.4 Categories of personal data.

- Identity: name, honorific and academic title, email address, telephone number, matriculation or staff number, portrait photograph - Authentication: password hash, session tokens, device identifier - Academic: programme, department, faculty or college, enrolment, delivery mode, session and semester, course registration, credit load, results, clearance and progression status, examination eligibility and hall admission, postgraduate supervision records - Presence: attendance status and verification method, coverage evidence, proximity detection, timestamps - Communications: transactional email, messaging notifications, and — where enabled — prompts submitted to the AI assistance features

2.5 Special-category data. GENIE stores a **verification hash** derived from a device-local biometric assertion. **No biometric template is transmitted to or stored by GENIE.** Matching occurs entirely on the data subject's own device using the operating system's biometric subsystem. The Institution must obtain explicit consent for this processing and must permit a non-biometric alternative for data subjects who withhold it or whose device cannot support it.



2.6 Location data — the minimisation commitment. GENIE evaluates whether a device is inside a venue geofence. A location coordinate is transmitted to GENIE's servers **solely** so that evaluation happens server-side, because a client-supplied verdict would be trivially falsifiable and the integrity of the record depends on it.

The coordinate is discarded the moment the in-fence verdict is computed. It is not written to any database record and does not appear in any application log.

What GENIE retains is the verdict — which sampling window, and whether the device was inside it — never the position. Where a device is offline, the coordinate is held encrypted on that device only until connectivity permits the verdict to be computed, and is discarded at that point. Location sampling ends when the class ends, when the data subject checks out or exits early, when the data subject leaves the geofence for a sustained period, at sign-out, or at a hard time cap, whichever occurs first. GENIE requests foreground location permission only and does not operate background location tracking.

3. CONFIDENTIALITY

3.1 The Processor shall ensure that every person authorised to process the personal data is bound by an enforceable obligation of confidentiality surviving termination of their engagement.

3.2 Access is granted on a least-privilege basis and is enforced in software by role-scoped authorisation. The Processor personnel do not access Institution data except where necessary to provide, secure or support the service, or on the Institution's written request.

4. SECURITY MEASURES

The Processor shall implement and maintain at least the following:

4.1 Encryption. TLS for all data in transit. Encryption at rest for the primary database and object storage. Encrypted at-rest storage for any data queued on a data subject's device pending synchronisation.

4.2 Credential management. All production credentials held in a managed secret store and injected at deployment. No credential is stored as a plaintext environment variable, in source control, or in build output.

4.3 Authentication. Passwords stored only as salted hashes and never in recoverable form. Progressive lockout on repeated failed authentication. Token-based session management with expiry.

4.4 Authorisation. Tenant isolation enforced at the query layer. Regulatory users are confined to their statutory remit. Cross-institution access is structurally prevented, not merely discouraged.



4.5 Minimisation. The location commitment at clause 2.6. Biometric matching on-device only. Outbound communications to demonstration tenants suppressed at the transport boundary so that no message can reach a non-consenting address.

4.6 Statistical disclosure control. Aggregate statistics published to regulators are suppressed where the underlying group is small enough to permit re-identification of an individual.

4.7 Resilience. Managed database backups with point-in-time recovery, and infrastructure operated across availability zones.

4.8 The Processor may update these measures provided the level of protection is not reduced.

5. SUB-PROCESSORS

5.1 The Institution grants general authorisation for the sub-processors listed below.

Sub-processor	Function	Processing location
Google Cloud (Google Ireland Ltd / Google LLC)	Compute, database, secret management, logging	`europa-west1`, Belgium
Amazon Web Services (Amazon Web Services EMEA SARL)	Transactional email delivery (Amazon SES)	`eu-west-1`, Ireland
Vercel Inc.	Static delivery of the web application. No application personal data is routed through Vercel — the browser addresses GENIE's servers directly. Vercel processes access-log metadata (IP address, user agent) for the delivery of static files only	Global edge network
Anthropic PBC (Claude)	Optional AI features — primary model provider	United States
Google LLC (Gemini, via Vertex AI)	Optional AI features — European-resident model provider	`europa-west4`, Netherlands
OpenAI, L.L.C. (GPT)	Optional AI features — secondary / fallback model provider	United States

5.2 The Processor shall impose on each sub-processor data protection obligations no less protective than those in this Schedule, and remains fully liable to the Institution for their performance.

5.3 The Processor shall give the Institution at least **thirty (30) days'** written notice of any intended addition or replacement of a sub-processor. The Institution may object on reasonable data protection grounds within that period; if the objection cannot be resolved, the Institution may terminate the affected service without penalty.



5.4 AI features are opt-in and are not enabled by default. No AI model provider processes any personal data unless and until the Institution expressly enables the AI features for its tenancy. As at the date of this Schedule, the AI features are not enabled for any institution and no personal data has been transmitted to any AI model provider in production.

5.5 Conditions of enablement. The Processor shall not enable an AI feature for the Institution unless all of the following are satisfied, and the Institution may audit compliance with them under clause 9:

(a) **Pseudonymisation before transmission.** Direct identifiers — the name, matriculation or staff number, email address, telephone number and date of birth of any data subject — are removed from the payload before it leaves the Processor's infrastructure and are replaced with per-request surrogate tokens. The mapping between token and data subject is held only within the Processor's own environment in the European Union and is never transmitted to any model provider.

(b) **No training on Institution content.** Each model provider is engaged on enterprise terms under which content submitted through the interface is not used to train or improve that provider's models.

(c) **Limited retention.** Each model provider is engaged on terms providing zero or time-limited retention of submitted content, and in no case retention for any purpose other than delivery of the response and abuse monitoring.

(d) **No free-text personal content.** Free-text fields capable of containing unstructured personal data about a third party are excluded from AI payloads.

(e) **Provider recorded per request.** The model provider actually used for each request is recorded, so that the Institution can be told which provider processed which category of request over any period.

5.6 What is transmitted. After the operation described at 5.4(a), what reaches a model provider is a pseudonymised description of academic activity — for example, that a student in a stated year of a stated programme has an attendance rate of a stated value. The Parties acknowledge that pseudonymised data remains personal data for the purposes of the NDPA, and it is treated as such throughout this Schedule.

6. INTERNATIONAL TRANSFER

6.1 Personal data processed under this Schedule is hosted in the European Union — Belgium (compute and database) and Ireland (transactional email) — and therefore transfers outside Nigeria.

6.1A Model-provider transfers. Where, and only where, the Institution has enabled the optional AI features, pseudonymised payloads as described at clause 5.6 may additionally be processed by a model provider in the United States (Anthropic; OpenAI) or in the European Union (Google, europe-west4). Where the



Institution requires that no processing occur outside the European Union, the Processor shall on written request restrict AI processing for that tenancy to the European-resident provider, and shall confirm the restriction in writing. Where the AI features are not enabled, no transfer to any model provider occurs.

6.2 Reason for the location. The region was selected on measured network latency. The dominant subsea cable routes serving West Africa run north to European landing stations rather than around the Cape, so European hosting delivers materially better performance to data subjects on Nigerian mobile networks than African alternatives that are nearer in distance. The choice is one of service quality, not of regulatory avoidance.

6.3 Basis. The transfer is made on the basis that the receiving jurisdictions are European Union Member States subject to the General Data Protection Regulation and to supervision by independent authorities, affording protection adequate for the purposes of section 41 of the NDPA. It is supported cumulatively by (a) the Standard Contractual Clauses incorporated in the data processing addenda of each sub-processor named in clause 5.1, (b) necessity for the performance of the Service Agreement under section 43 of the NDPA, and (c) the technical measures in clause 4.

6.4 The Processor shall not transfer personal data to any jurisdiction outside those named in clause 5.1 without prior written notice to the Institution.

7. ASSISTANCE TO THE CONTROLLER

7.1 Data subject rights. The Processor shall provide functionality enabling the Institution to give effect to rights of access, rectification, erasure, restriction, portability and objection. Where a data subject applies directly to the Processor, the Processor shall not respond substantively but shall refer them to the Institution and notify the Institution without undue delay.

7.2 The Processor maintains privacy@genesissystemslabs.com as its published privacy contact, and has appointed **Barrister Olufemi Ogunnubi** as its Data Protection Officer, notified as such to the Nigeria Data Protection Commission and commits to acknowledging correspondence within thirty (30) days.

7.3 Impact assessments. The Processor shall provide the Institution with the technical information reasonably necessary for the Institution to carry out a data protection impact assessment and any prior consultation with the Commission — in particular regarding presence verification, biometric verification, and any processing bearing on assessment or progression.

8. PERSONAL DATA BREACH

8.1 The Processor shall notify the Institution **without undue delay and in any event within forty-eight (48) hours** of becoming aware of a personal data breach affecting the Institution's data. The interval is set so that the Institution retains time to meet its own seventy-two (72) hour obligation to the Commission.



8.2 The notification shall describe, so far as known: the nature of the breach, the categories and approximate number of data subjects and records affected, the likely consequences, the measures taken or proposed, and a contact point. Information not available at the time shall be supplied in phases without further undue delay.

8.3 The Processor shall not notify the Commission or affected data subjects on the Institution's behalf unless the Institution instructs it in writing, save where The Processor is separately obliged to do so as Controller.

9. AUDIT

9.1 The Processor shall make available the information necessary to demonstrate compliance with this Schedule.

9.2 The Institution may audit no more than once in any twelve-month period on thirty (30) days' notice, or at any time following a personal data breach affecting its data. Audits shall be conducted during business hours, shall not unreasonably disrupt the service, and shall not extend to any other customer's data or to shared infrastructure operated by a sub-processor.

9.3 The Processor may satisfy an audit request by providing an independent assessment or the certifications held by its sub-processors, where these reasonably address the matters raised.

10. RETENTION, RETURN AND DELETION

10.1 Retention periods reflect the character of each record:

Category	Period
Location coordinate	Not retained. Discarded on computation of the in-fence verdict (clause 2.6)
Attendance and presence records	For the academic record retention period — an academic record, not a monitoring record
Academic and assessment records	As required of the Institution by its regulator and by law; GENIE treats these as permanent absent written instruction
Identity and account data	Duration of enrolment or appointment, plus the academic record period
Authentication credentials	Until account closure
Communications logs	*[to be completed — sub-processor retention]*
AI assistance content	*[to be completed — see clause 5.4]*

10.2 On termination, the Processor shall at the Institution's election return the personal data in a structured, commonly used, machine-readable format, or delete it, and shall delete existing copies unless retention is required by law.



10.3 The Institution shall make its election within ninety (90) days of termination. The Processor shall retain the data for that period and shall then delete it if no election is made.

11. INSTITUTION WARRANTIES

The Institution warrants and undertakes that:

11.1 It has a lawful basis under the NDPA for every disclosure of personal data to the Processor and for every instruction it gives.

11.2 ● Minors. Where any data subject enrolled into GENIE is under the age of eighteen (18), **the Institution holds and retains evidence of the consent of that data subject's parent or legal guardian, obtained before the data subject's personal data is transmitted to GENIE.** GENIE does not collect, verify or store guardian consent, and the Institution shall not rely on GENIE to do so. The Institution shall produce that evidence on the Commission's request or on the Processor's reasonable request.

11.3 Transparency. It has provided its data subjects with a privacy notice covering the processing described in this Schedule, including the presence verification described in clause 2.6 and the biometric verification described in clause 2.5.

11.4 Biometric alternative. It offers data subjects who withhold consent to biometric verification, or whose devices cannot support it, an alternative means of recording attendance, and does not disadvantage them for that choice.

11.5 Accuracy. The personal data it uploads or causes to be created is accurate and current, and it will correct inaccuracies without undue delay.

11.6 No prohibited use. It will not use GENIE to process special-category data beyond that contemplated by clause 2.5, and will not instruct the Processor to process personal data for any purpose incompatible with the Service Agreement.

12. LIABILITY AND INDEMNITY

12.1 Each party is liable for its own compliance with the NDPA in respect of the role allocated to it in clause 1.

12.2 The Institution shall indemnify the Processor against loss arising from a breach of clause 11, including any regulatory penalty attributable to the absence of guardian consent under clause 11.2 or of a lawful basis under clause 11.1.

12.3 The Processor shall indemnify the Institution against loss arising from the Processor's processing in breach of the Institution's documented instructions or of clause 4.

12.4 *[Liability caps to be aligned with the Service Agreement — counsel.]*

13. GENERAL



13.1 This Schedule prevails over the Service Agreement to the extent of any inconsistency on data protection matters.

13.2 Governed by the laws of the Federal Republic of Nigeria.

13.3 Where the Commission issues guidance or a directive requiring amendment, the parties shall negotiate that amendment in good faith without delay.

Contacts

the Processor Data Protection Officer	*[name, certification, email, telephone]*
the Processor privacy contact	`privacy@genesissystemslabs.com`
the Processor Data Protection Officer	Barrister Olufemi Ogunnubi
Institution Data Protection Officer	*[to be completed]*

Executed as a Schedule to the GENIE Institutional Service Agreement.

	the Processor	The Institution
Signature		
Name		
Position		
Date		

SIGNED for and on behalf of GENESIS SYSTEMS LABS & TECHNOLOGIES LIMITED
(the Processor)

Name in full: _____ Title: _____

Signature: _____ Date: _____

SIGNED for and on behalf of [FULL REGISTERED NAME OF THE INSTITUTION] (the
Controller)

Name in full: _____ Title: _____

Signature: _____ Date: _____