

FILL IN FIELDS IN GREY AND DE-HIGHLIGHT THEM BEFORE SIGNING

DATA SHARING AGREEMENT

THIS AGREEMENT (Agreement) is between

PARTIES:

- (1) **HYVA HOLDING B.V.**, a company with limited liability, incorporated and existing under the laws of the Netherlands, having its corporate seat in Antonie van Leeuwenhoekweg 37, 2408 AK, Alphen aan den Rijn, the Netherlands, registered with the Dutch Chamber of Commerce under number 34277369 (**Hyva**); and
- (2) **XXX**, a company incorporated under the laws of [REDACTED] with its registered office/principal office [REDACTED] (**Counterparty**).

PREAMBLE:

- (A) Counterparty is a [REDACTED]. Hyva is a manufacturer of hydraulic cylinders which are installed on Counterparty's trucks.
- (B) Hyva has also developed Hyva Digital Tipping Solutions (**Hyva Digital Tipping Solutions**) which is created as a tool to enhance safety of the tipping operations on the vehicle owner's/fleet operators' (**Customer**) vehicles, as well as to provide vehicle location or other information. The system consists of hardware sensors and the controller installed on the vehicles which collect and process various data (**Hyva Smart**). The output of the data is made available on the vehicle integrated device or on the app of the portable device for viewing by the vehicle operator. The data is further transmitted to the SaaS via wireless telecommunication networks. Customers can access the SaaS using a web browser application programming interface or through a software application which is separately installed into Customer's computer(s) (**OneEMS**).

Hyva Digital Tipping Solutions will be installed on Counterparty trucks.

- (C) Counterparty is interested in obtaining the non-personal data collected by Hyva Digital Tipping Solutions to be used for trucks' development, diagnostic, warranty enforcement and corrective purposes.
- (D) Hyva is willing to share this data with Counterparty in accordance with the terms and conditions of this Agreement.

IT IS AGREED AS FOLLOWS:

1. Hyva Digital Tipping Solutions Data

- 1.1. Hyva shall provide Counterparty with the data collected by the Hyva Digital Tipping Solutions (**Hyva Digital Tipping Solutions Data**).

- 1.2. The parties acknowledge that the purpose of Hyva Digital Tipping Solutions is to collect information about the vehicles to ensure the safety of operation and longer lifetime of the trucks and trailers. Most of the data collected pertains to the vehicles and the use thereof, such as overload weight level, maximum oil pressure or average cylinder pressure. In addition, it also includes the GPS and other driving data such as driving speed. However, it does not include any direct identification of individual drivers or operators of the truck. Therefore, individual drivers or operators can only be identified if the Hyva Digital Tipping Solutions Data is matched with other additional data. In addition, the trucks are often used by various drivers thus making identification of individual drivers in most of the cases even more complicated. Hyva normally does not have any additional data in its possession to enable Hyva to identify individual drivers and truck operators. Therefore, from Hyva's perspective, Hyva Digital Tipping Solutions Data is not personal data within the meaning of the EU GDPR.

Counterparty acknowledges that Counterparty also does not possess any additional data which, matched with the Hyva Digital Tipping Solutions Data, will enable it to identify individual drivers and truck operators. Counterparty also undertakes that it does not and will process the Hyva Digital Tipping Solutions Data with the purpose of identifying individual drivers.

Based on the understanding above, Hyva and Counterparty confirm that neither Hyva nor Counterparty are considered personal data controllers within the meaning of the EU GDPR. At the same time, the parties also recognize that in contrast to Hyva and Counterparty, Customers may have additional data which can enable them to match Hyva Digital Tipping Solutions Data with individual drivers or truck operators. As a result, the same data may be considered personal data from the Customers' perspective.

Counterparty acknowledges and accepts that Hyva has not acquired consent for data processing from the drivers or any operators of the vehicles on which the Hyva Digital Tipping Solutions is installed.

The parties acknowledge that the law as regards the qualification of personal data within the context of connected vehicles is relatively new and not fully established. Therefore, the qualification of Hyva Digital Tipping Solutions Data and the legal status of Hyva or Counterparty may develop and change resulting in the need for both of parties to review, modify or terminate this Agreement.

- 1.3. Should Counterparty ever start processing any additional data which may enable it to identify individual users/drivers of the vehicles thus bringing Hyva Digital Tipping Solutions Data within the scope of personal data in accordance with GDPR, Counterparty shall inform Hyva immediately and parties shall mutually discuss on how to address the issues related to the personal data protection. Hyva, however, reserves the right to at any time to discontinue the provision of any type of the Hyva Digital Tipping Solutions Data to Counterparty.
- 1.4. Hyva shall be entitled to share the Hyva Digital Tipping Solutions Data without any limitations with any other third parties.

2. Modalities of Hyva Digital Tipping Solutions Data Provision

Hyva Digital Tipping Solutions Data shall be provided to Counterparty in the off-board mode, *i.e.* only after the Hyva Digital Tipping Solutions Data has been transmitted to the Hyva Digital Tipping Solutions cloud.

3. Data provided “As is”

Hyva shall not be liable for any errors or omissions in the Hyva Digital Tipping Solutions Data. Hyva does not make any representations or warranties concerning the accuracy or completeness of the Hyva Digital Tipping Solutions Data or the results to be obtained from it.

4. Charges

Initially Hyva shall provide the Hyva Digital Tipping Solutions Data to Counterparty free of charge. However, the parties undertake to negotiate in good faith the fee to be charged by Hyva and paid by Counterparty for the use of Hyva Digital Tipping Solutions Data. Should the parties fail to reach the agreement, Hyva shall be free to discontinue Hyva Digital Tipping Solutions Data sharing with Counterparty.

5. Permitted data use

- 5.1. Counterparty shall be entitled to use the Hyva Digital Tipping Solutions Data, including sharing with the bodybuilders, importers, dealers, after-sales service providers or other persons involved in vehicle manufacturing, sales or after-sales for trucks' development, diagnostic, warranty enforcement and corrective purposes only, and not for any other purposes (**Purpose**). Counterparty is prohibited to share individual truck data with any Customers other than the owner of that truck.
- 5.2. Counterparty is also explicitly prohibited to combine Hyva Digital Tipping Solutions Data with any other data so that the combined data may lead to identification of individual drivers and constitute personal data within the meaning of the GDPR.

6. Counterparty's obligations

- 6.1. Counterparty shall take appropriate technical and organizational measures to ensure the security and confidentiality of the Hyva Digital Tipping Solutions Data and disclose it to the individuals who need to know / access the relevant Hyva Digital Tipping Solutions Data, as strictly necessary for the Purpose, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 6.2. Upon Hyva's request, Counterparty undertakes to delete all or any part of the Hyva Digital Tipping Solutions Data provided by Hyva.
- 6.3. Counterparty shall notify Hyva without undue delay upon Counterparty becoming any aware of any unauthorized disclosure, theft or use of the Hyva Digital Tipping Solutions Data. Counterparty shall indemnify Hyva against any claim related to any such event.

7. Counterparty's indemnity

Counterparty shall hold harmless and indemnify Hyva from and against any liabilities arising from any claims by any third parties related to the use, unauthorized disclosure or theft of the Hyva Digital Tipping Solutions Data.

8. Data Ownership

Counterparty shall not acquire any ownership rights to the Hyva Digital Tipping Solutions Data.

9. Governing Law and Jurisdiction

- 9.1. The parties to this Agreement hereby submit any disputes or claims howsoever arising under this Agreement, including disputes regarding its existence, validity or termination or the consequences of its nullity to the exclusive jurisdiction of the Dutch courts.
- 9.2. This Agreement and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the Netherlands.

10. Termination

Either party may terminate this Agreement with the immediate effect upon written notification to the other party.

11. Severability

Should any provision of this Agreement be invalid or unenforceable, then the remainder of this Agreement shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

12. Entire Agreement

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

Hyva Holding B.V.

Signature _____

Name _____

Title _____

Date Signed _____

Counterparty

Signature _____

Name _____

Title _____

Date Signed _____