

Appendix 1

Data Processing Agreement to vchain General Terms and Conditions

March 2024 version 1.0

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This Data Processing Agreement, including its Schedules forms part of the General Terms and

Conditions ("GTC" which in turn forms part of an Agreement between vchain and the Customer who has purchased or ordered, or is expected to purchase or order, vchain's Service subject to a Subscription Agreement. In the course of providing the Services to Customer pursuant to the Agreement, vchain may Process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. **"Control"** for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement": The General Terms and Conditions governing the use of the Service including this Data Processing Agreement as well as a main agreement with additional appendices if existing.

"Authorized Affiliate" means any of Customer's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the

Agreement between Customer and vchain, but has not signed its own agreement with vchain and is not a

"Customer" as defined under this DPA.

"Customer" means the entity that executed the Agreement together with its Affiliates (for so long as

they remain Affiliates).

"Data Processor" shall have the same definition as in the GDPR.

"Data Controller" shall have the same definition as in the GDPR.

"Data Protection Impact Assessment (DPIA)" shall have the same definition as in the GDPR.

"Data Subject" shall have the same definition as in the GDPR.

"Data Subject Request" shall have the same definition as in the GDPR.

"DPA" means this Data Processing Agreement.

"General Data Protection Regulation (GDPR)" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

"General Terms and Conditions" means the terms and conditions governing the Customer's right to

use the Service.

"Personal Data" shall have the same definition as in the GDPR.

"Personal Data Breach" shall have the same definition as in the GDPR.

"Processing" shall have the same definition as in the GDPR

"Sensitive Personal Data" shall have the same definition as in the GDPR.

"Standard Contractual Clauses" means the agreement executed by and between vchain and processors used in the delivery of vchain Services pursuant to the European Commission's decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

"Sub-processor" means any Data Processor engaged by vchain or a member of the vchain Group.

"Supervisory Authority" shall have the same meaning as set out in GDPR.

"vchain" shall mean vchain AB, or any of its subsidiaries.

All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

2. PROCESSING OF PERSONAL DATA

2.1 Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Data Controller, vchain is the Processor and that vchain or members of the vchain group of companies will engage Sub-processors pursuant to the requirements set forth in Section 5 "Subprocessors" below.

2.2 Customer's Processing of Personal Data. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of the GDPR, including any applicable requirement to provide notice to Data Subjects of the use of vchain as Processor. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with the GDPR. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. Customer specifically acknowledges that its use of the Services will not violate the rights of any Data Subject that has opted-out from sales or other disclosures of Personal Data.

2.3 Vchain's Processing of Personal Data. Vchain shall treat Personal Data as Confidential Information and shall Process Personal Data on behalf of and only in accordance with Customer's documented instructions for the following purposes: **(i)** Processing in accordance with the Agreement; **(ii)** Processing initiated by Users in their use of the Services; and **(iii)** Processing to comply with other documented reasonable instructions provided by Customer (e.g. via email) where such instructions are consistent with the terms of the Agreement. Vchain is not obligated, within this DPA, to process Sensitive Personal Data.

2.4 Details of the Processing. The subject-matter of Processing of Personal Data by vchain is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 1 **(Details of the Processing)** to this DPA.

2.5 Service improvement. On condition that the integrity of the Data Subject is not under threat and that vchain does not establish new purposes or means for the Processing, vchain has the right to develop and improve its services without it being regarded as contrary to instructions given by the Customer. Vchain may always develop and improve its services using anonymous data without Customer's approval.

2.6 Changes of Processing. The Customer shall, without delay, inform vchain of changes to the Processing that affect vchain's obligations and rights in accordance with this DPA. The Customer shall also inform vchain of third-party measures relating to the Processing, including those of the Supervisory Authority, Data Subjects or Third Party Controllers. The Customer shall compensate vchain for increased cost arising as a consequence from changing or amending instructions for the processing of Personal Data.

3. RIGHTS OF DATA SUBJECTS

Vchain shall assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under the GDPR. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, vchain shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent vchain is legally permitted to do so and the response to such Data Subject Request is required under the GDPR. To the extent legally permitted, Customer shall be responsible for any costs arising from vchain's provision of such assistance.

4. vchain PERSONNEL

4.1 Confidentiality. vchain shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. vchain shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

4.2 Reliability. Vchain shall take commercially reasonable steps to ensure the reliability of any vchain personnel engaged in the Processing of Personal Data.

4.3 Limitation of Access. Vchain shall ensure that vchain's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

4.4 Data Protection Officer. Members of the vchain group of comapanies have appointed a data protection officer. The appointed person may be reached at dpo@vchain.se

5. SUB-PROCESSORS

5.1 Appointment of Sub-processors. Customer acknowledges and agrees that (a) vchain's Affiliates may be retained as Sub- processors; and (b) vchain and vchain's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. vchain or a vchain Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in the Agreement with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor.

5.2 List of Current Sub-processors and Notification of New Sub-processors. vchain shall make available to Customer the current list of Sub-processors for the Services identified in Schedule 2. Such Sub-processor list shall include the identities of those Sub-processors and their country of location. In the event that vchain needs to appoint a Sub-Processor in order to carry out the Services, vchain shall inform the Customer about the appointment without undue delay. Such information may be published as login events and/or news post in the web user interface of the affected vchain services

5.3 Objection Right for New Sub-processors. Customer may object to vchain's use of a new Subprocessor by notifying vchain promptly in writing within thirty (30) days after receipt of vchain's notice in accordance with the mechanism set out in Section 5.2. In the event Customer objects to a new Subprocessor, as permitted in the preceding sentence, vchain will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Subprocessor without unreasonably burdening the Customer. If vchain is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the applicable Services which cannot be provided by vchain without the use of the objected-to new Sub-processor by providing written notice to vchain. Vchain will refund Customer any prepaid fees covering the remainder of the term following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.

5.4 Liability. Vchain shall be liable for the acts and omissions of its Sub-processors to the same extent vchain would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

6. SECURITY

The Data Processor will take technical and organisational measures to protect the Personal Data as listed in Schedule 3. These shall ensure the confidentiality, integrity, availability, and resilience of the systems and services related to Personal Data Processing. The Data Processor shall assist the Data Controller in relation to the Controller's obligations under Art 32 of the GDPR. Upon Customers's request, vchain shall provide Customer with all the information necessary to demonstrate that the obligations set out in Article 28 of the GDPR have been fulfilled. Customer shall be entitled on 30 days' written notice to carry out an audit of the vchain's processing of the Personal Data and information relevant in that respect. vchain shall assist the Customer during the audit. Customer shall carry the costs for such audit unless the audit shows that vchain's processing of the Personal Data materially breaches its obligations under GDPR or this DPA, in which case vchain shall carry the costs for the audit. Audits shall be carried out in a manner that does not interfere with vchain's other activities more than absolutely necessary

7. PRIVACY RISK MANAGEMENT

Upon Customer's request, vchain shall provide the Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to vchain. Vchain shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks as required under the GDPR. The Customer shall reimburse vchain for such work in accordance with vchain's applicable price list at any given time.

8. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION

Vchain maintains personal data breach management policies and procedures in compliance with GDPR and shall notify the Customer without undue delay after a personal data incident has been discovered. vchain shall make reasonable efforts to identify the cause of such Personal Data Breach and take those steps as vchain deems necessary and reasonable in order to remediate the cause of such a Personal Data Breach to the extent the remediation is within vchain's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users.

9. TRANSFERS TO THIRD COUNTRIES

9.1 Transfers by vchain. Any transfers of Personal Data under this DPA from the European Union, the European Economic Area to countries which do not ensure an adequate level of protection shall be transferred only if contractual (Standard Contractual Clauses), security (e.g ISO 27001) and organisational safeguards (e.g. employee training, respond to data subject rights) are used. The level of safeguards is commiserate to the privacy risk as assessed by vchain.

9.2 Transfers by Customer. In the event of vchain's Processing of Personal Data pursuant to the Agreement or this DPA imposes an obligation on vchain to transfer the Personal Data to a third country (outside of the EU/EEA) or an international organisation that is not covered by an adequate level of protection, it is the Customer's obligation to ensure that appropriate safeguards are in place for each such transfer in accordance with Article 46 of the GDPR and any applicable domestic data protection or privacy laws. Vchain is not obligated to transfer the Personal Data to a third country if the appropriate safeguards are not in place.

10. RETURN AND DELETION OF PERSONAL DATA

Vchain shall return Personal Data to Customer and, to the extent allowed by applicable law, delete Personal Data in accordance with vchain procedures and aligned to applicable laws and regulations.

11. CONFIDENTIALITY

vchain undertakes not to disclose to third parties any Personal Data, or to disclose information about the Processing of Personal Data that is covered by this DPA. vchain's confidentiality obligation under this Section 11 does not apply to information provided by vchain in accordance with instructions from the Supervisory Authority or other authority or court or information about a Data Subject that vchain received approval from the Data Subject to disclose. The confidentiality obligation under this Section 11 shall continue to apply after the termination of this DPA.

12. LIABILITY

12.1 Each Party's liability for damages under this DPA is governed in the Agreement and vchain's General Terms and Conditions.

12.2 Notwithstanding Section 12.1 above, if a Party becomes liable to a Data Subject under GDPR and the other Party was involved in the same processing as formed the basis for the Data Subject's claim, the other Party shall (in accordance with Article 82.5 GDPR) reimburse the liable Party with the part of the compensation corresponding to the other Party's part of the responsibility for the damage. In addition, the other Party shall compensate the liable Party for fair and proportionate (in relation to the other Party's liability) costs of defending such claims. Further, a Party subject to a claim from a Data Subject shall within reasonable time inform the other Party in writing of the claim, if it is likely that claims against the other Party may be made. The other Party shall gain insight into the Data Subject's and the Party's documents in such lawsuit and shall be given the opportunity to comment on this.

13. SEVERANCE

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

14. GOVERNING LAW AND JURISDICTION

Any disputes or claims arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity shall be settled as stipulated in the Agreement.

List of Schedules

Schedule 1: Details of the Processing

Schedule 2: List of Sub-processors

Schedule 3: Technical and organisational measures

SCHEDULE 1 – DETAILS OF THE PROCESSING

The processing shall include the following operations and purposes:

• Storage and forwarding of data and other Processing necessary to provide, maintain, and improve the Service provided to the Customer;

• To forward data to Data Subjects and third-parties chosen by the Customer as required to fulfil the Service;

• To forward and receive data from the Carrier chosen by the Customer as required to fulfil the Service;

• To provide technical support to the Customer; and

• Disclosures in accordance with the DPA, as compelled by law

Duration of Processing Subject to Section 2 of the DPA, vchain will Process Personal Data only as required for the specific purpose as stipulated in the Agreement with the Customer, unless otherwise agreed upon in writing.

Categories of Data Subjects

The Customer may submit Personal Data to the Services, the extent of which is determined and controlled by the Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

• Employees, sub-contractors of the Customer

• Users authorised by the Customer to use the Services

• The Customer's customer (typically consignment recipients)

• Employees or sub-contractors of the Carrier completing a shipment on behalf of the Customer.

Types of Personal Data

The Customer may submit Personal Data to the Services, the extent of which is determined and controlled by the Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

• First and last name

• Contact information (company, email, phone, physical address)

• Consignment status incl. Shipment id, dimensions, weight, geography, etc.

SCHEDULE 2 – LIST OF SUB-PROCESSORS

A current list is at all times available at https://vchain.com/terms-and-conditions or pages that may later supplement or replace this.