

APPENDIX 4: LIIKENNEVIRTA OY, DATA PROCESSING AGREEMENT, December 24

1 PARTIES

Parties to this data processing agreement (“DPA”) are:

Liikennevirta Oy (“Virta”), business ID FI-25889862

and

[name of Customer Company] (“Company”)

hereinafter also referred to separately as a “Party” and jointly as “Parties”.

2 DEFINITIONS

“Agreement” means any agreement by and between the Parties to which this DPA is annexed.

“Data Protection Laws” means any data protection laws and regulations including without limitation the General Data Protection Regulation (EU) No 2016/679 (where applicable) and decisions by the data protection authorities in force from time to time and applicable to Virta as a data controller.

“DPA” means this data processing agreement.

“Personal Data” means any and all personal data a) with respect to which Virta is the data controller under the Data Protection Laws, and b) which Company processes on behalf of Virta based on the Agreement or this DPA.

3 BACKGROUND AND OBJECTIVE

Virta offers electric vehicle charging services to users of electric vehicles and collects Personal Data from these users of the charging services. Company shall have access to and the right to modify such Personal Data on Virta’s register for the purposes of provision of high-quality customer service and to allow prompt rectification of any inaccurate or incomplete Personal Data on Virta’s register. For the sake of clarity, if Company receives personal data from Virta’s register to its own registers and after such receipt it acts as a separate data controller in relation to the personal data received and such processing is not subject to this DPA.

The objective of the DPA is to specifically agree the principles according to which Company processes Personal Data. The subject matter and duration of processing by Company as well as the nature and purpose of the processing of Personal Data, the types of Personal Data processed and the categories of data subjects to whom the Personal Data relates are set forth in the Agreement or other documentation between the Parties. If performance under the Agreement or other documentation requires Company to process Personal Data in any manner or form not specified in the Agreement or other documentation, Company must request an update to the relevant sections of the Agreement or other documentation before commencing such processing of Personal Data.

Both Parties undertake to comply with Data Protection Laws in force from time to time and as applicable to their operations. Unless expressly otherwise agreed in this DPA, the Customer shall be liable for any and all costs incurred by it in connection with its compliance with this DPA and the Data Protection Laws.

4 VIRTA’S GENERAL RIGHTS AND OBLIGATIONS

Virta:

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- (a) may give Company written instructions that specify the provisions of the DPA; and
- (b) on the condition that Company meets all the conditions of the Agreement, grants Company a general consent to use any third party to process Personal Data (“subprocessors”). Virta may withdraw the consent set forth in this subsection (b) with respect to an individual subprocessor or subprocessors in general by a written notice to Company and upon receipt of such withdrawal Company must immediately stop use of such subprocessor(s).

5 GENERAL PRINCIPLES APPLICABLE TO PROCESSING OF PERSONAL DATA

Company warrants that it has implemented and will during the term of this DPA maintain appropriate technical and organisational measures in such a manner that processing will meet the requirements of the Data Protection Laws and ensure the protection of the rights of the data subject.

Company may process Personal Data only for the purposes specified in the Agreement or in this DPA.

Subject to obligations of Company under mandatory laws, Company shall:

- (a) process Personal Data in accordance with Data Protection Laws, the Agreement, the DPA and instructions given by Virta,
- (b) promptly upon Virta’s request and without fees or charges to Virta, take any steps (including without limitation providing or producing necessary documentation) to assist Virta in complying with security, data breach notification and communication, data protection impact assessment, prior consultation, accountability or other obligations of Virta under the Data Protection Laws with respect to processing Personal Data,
- (c) immediately notify Virta if it becomes aware or suspects that some aspects of the processing of Personal Data are not in compliance with the Data Protection Laws or if there is risk of Company not being able to fulfil its obligations under the DPA for a reason deriving from applicable law or for another compelling reason,
- (d) at any time upon request of Virta and without fees or charges make available all information, and allow and contribute to any audit or inspection by Virta or mandated by Virta necessary or useful to demonstrate compliance with this DPA and the Data Protection Laws,
- (e) ensure that persons authorised to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality,
- (f) when engaging subprocessors warrant that:
 - any and all subprocessors explicitly undertake in a separate agreement to comply with the obligations set forth in the DPA and
 - Company is responsible for its subprocessors’ acts and omissions relating to the Personal Data and for a breach of Agreement or the DPA as if such breach would be its own, and
- (g) if Company collects Personal Data directly from the data subjects, comply with the obligations of the Data Protection Laws and instructions provided by Virta as to transparency and obtaining consents.

Company is not entitled to transfer otherwise assign or disclose Personal Data to third parties unless authorized by Virta or required under mandatory laws (see Section 7.1).

6 INFORMATION SECURITY

Company must implement and at all times maintain appropriate and sufficient technical and organisational protection of Personal Data.

7 REPORT AND NOTIFYING OBLIGATIONS

7.1 Data requests and amendments

If a third party (including an authority with jurisdiction and a data subject) requests Personal Data from Company or presents a related claim, Company must immediately and in any circumstances within three (3) days of the date of such request inform Virta of such request and provide the request to the contact person of Virta, unless such providing the information would be against mandatory law. Unless necessary to comply with mandatory law, Company must not respond to third party requests or claims related to Personal Data or to take any steps in response to such requests or claims except as specifically instructed by Virta.

7.2 Notification on data protection breach

Company must notify Virta about an information security infringement, inappropriate processing of personal data and/or their threat immediately and at the latest within twenty-four (24) hours after having become aware of it.

Company must, by all available means, assist Virta in information security investigations and must deliver to Virta, in the extent required by Virta, all adequate information related to the matter (e.g. description of the information security breach, its consequences and measure taken by Company in consequence of the information security breach).

8 TRANSFER OF VIRTA'S PERSONAL DATA OUTSIDE THE EU/EEA

Company shall not be entitled to transfer Personal Data outside the EU or EEA without the Supplier's explicit prior written consent. In case the Customer transfers Personal Data outside the EU or EEA at the Supplier's written request or prior written consent, the Supplier and the Customer shall agree on any required contractual measures and other procedures before the transfer of the Personal Data.

The Customer shall be responsible that the Personal Data transferred outside the EU or EEA are Processed in accordance with this DPA and the Data Protection Legislation. Virta has the right to obtain information on the location of the processing of personal data at any time.

9 LIABILITY

The liability of the Parties towards each other whether in contract or in tort shall be governed by the Agreement and/or other documentation between the Parties and this DPA shall not amend any previously agreed division of liability between the Parties.

10 ASSIGNMENT OF THE AGREEMENT

A Party is not entitled to assign the DPA and/or rights and obligations under the DPA to a third party without the other Party's prior written approval. Virta is, however, entitled to assign the DPA in whole or in part to a company within the same group of companies or, in case of a business transfer of the business, to which the DPA relates to.

11 CONSEQUENCES OF TERMINATION

After expiry of the supply relationship between Company and Virta, Company (and its subprocessors) must either destroy or return Personal Data to Virta without undue delay at its own expense.

12 VALIDITY

The DPA enters into force after it has been signed by both Parties and remains to be in force for the period during which Company processes Personal Data.

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Virta is, immediately and without additional expenses, entitled to terminate the DPA and all agreements related to the DPA or to which the DPA is attached to, if Company breaches any of its material obligations under the DPA and has not rectified such a breach and compensated Virta for any costs or damages to Virta within thirty (30) days from the beginning of the breach.

13 APPLICABLE LAW AND DISPUTE RESOLUTION

Unless specifically agreed otherwise in writing, this DPA and the supply relationship shall be governed by and construed in accordance with laws of the place of incorporation of Virta.

Any dispute, controversy or claim arising out of or relating to this DPA, or the breach, termination or validity thereof shall be finally settled in accordance with the dispute resolution clause of the Agreement.

The DPA has been drafted in two (2) original copies, one (1) for each Party.

Time and place:

Liikennevirta Oy

[Name of Customer Company]

Signature

Name:

Signature

Name:

Signature

Name:

Signature

Name: