shipright

Data Processing Agreement

These Terms of Processing (hereinafter the **"Terms"**) apply to all Services (as defined below) provided by Shipright B.V. (hereinafter **"Data Processor"**).

Each party, company, or business that holds an account for or makes use of the Services in any other way (hereinafter **"Data Controller"**) is deemed to have accepted these Terms in full.

Pursuant to Article 28 of Regulation (EU) 2016/679 (GDPR), these Terms apply to all Services provided by Data Processor to Data Controller and reflect the parties' agreement with regard to the processing of Customer Personal Data.

1. Definitions

1.1 **"Services"**, means any activities to be supplied or carried out by Data Processor for Data Controller;

1.2 **"Data Breach"**, means any unauthorized or unlawful processing, disclosure of, or access to, Personal Data or any accidental or unlawful destruction of, loss of, alteration to, or corruption of Personal Data;

1.3 **"Customer Personal Data"**, means any Personal Data processed by Data Processor or third parties commissioned by Data Processor in connection with this Agreement being the data that Data Controller has provided to Data Processor for purposes of making use of the Services;

1.4 **"Data Subject"**, means a natural person whose Personal Data are processed by Data Processor under this Agreement;

1.5 **"EEA"**, means the European Economic Area;

1.6 **"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;

1.7 **"Personal Data"**, has the meaning as set out in Article 4 of the GDPR;

1.8 **"Services"**, means any activities related to collecting, aggregating, and visualising user feedback supplied or carried out by Data Processor for Data Controller;

1.9 **"Sub-processor"**, means any person or entity appointed by or behalf of Data Processor to process Customer Personal Data.

All terms not defined shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Duration and applicability

2.1 These Terms apply to all Customer Personal Data processed by Data Processor in relation to Services. Data Processor may trust that the person accepting these Terms is entitled to do so in the name of Data Controller. The Terms shall remain in effect until, and automatically expire upon, deletion and/or return of all Customer Personal Data, as described in Section 11 of these Terms (Deletion or Return of Personal Data).

3. Data processing

3.1 Data Processor shall process Data Controller Personal Data solely for the purposes of providing Services to Data Controller. Data Processor shall only process Personal Data on behalf of Data Controller and in accordance with this Agreement and the documented instructions of Data Controller, unless required otherwise by the relevant law to which Data Processor is subject.

3.2 Data Processor shall comply with all applicable data protection laws in the processing of Data Controller Personal Data.

3.3 Data Processor shall promptly inform Data Controller if, in the opinion of Data Processor, an instruction of Data Controller in relation to the processing of Data Controller Personal Data, infringes relevant data protection laws and/or this Agreement, unless the applicable law prohibits from doing so on important grounds of public interest.

4. Warranty Data Controller

4.1 Data Controller guarantees the processing of the personal data of the Data Subjects, as referred to in these Terms, is not unlawful and does not violate the rights of others. Data Controller indemnifies Data Processor against all claims relating to this.

5. Sub-Processing

5.1 The Data Controller specifically authorizes the engagement of Data Processor's Affiliates as Sub-processors. In addition, the Data Controller acknowledges and agrees that Data Processor and Data Processor's Affiliates respectively may engage third-party Sub-processors in

connection with the provision of the Services. The Data Controller hereby gives Data Processor general permission to engage third parties (Sub-processors).

5.2 Data Processor will make available the current list of Sub-processors for the Services to the Data Controller upon request. Data Processor shall provide notification of a new Sub-processor(s) before authorising any new Sub-processor(s) to process Customer Personal Data in connection with the provision of the Services either by sending an email or via the user interface dashboard of the Services. The Data Controller has the right to object (in writing, within two weeks and supported by arguments) to a proposed new/changed Sub-processor. Should the Data Controller object, the parties will jointly endeavour to find a solution.

5.3 For the avoidance of doubt, the above authorization constitutes Data Controller's prior written consent to the sub-processing by Data Processor for purposes of Clause 11 of the Standard Contractual Clauses.

5.4 Data Processor aims to keep the current list of Sub-processors for the Services updated.

5.5 Data Processor shall be liable for the acts and omissions of its Sub-processors to the same extent Data Processor would be liable if performing the services of each Sub-processor directly under the terms of this DPA subject to the limitations set forth in Section 13 (Liability).

6. Data Transfers

9.1 Data Processor may process the Customer Personal Data in countries inside the European Economic Area (EEA). In addition, Data Processor may also transfer the Customer Personal Data to a country outside the EEA, provided that the legal requirements for such transfer have been fulfilled.

9.2 Upon request, Data Processor shall notify the Customer as to which country or countries the Customer Personal Data will be processed in.

7. Security Measures and Confidentiality

7.1 Data Processor shall implement and maintain technical and organizational measures to protect Customer Personal Data against a Data Breach.

7.2 Security measures shall include, but not be limited to, measures to encrypt Personal Data; the ability to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore timely availability and access to Personal Data

following an incident; and regular testing/assessing/evaluating the effectiveness of applied measures for ensuring security of the processing.

7.3 Data Processor shall take appropriate steps to ensure compliance with the security measures by the persons authorized to process Data Controller Personal Data, including ensuring that all persons authorized to process Data Controller Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

7.4 Data Processor shall ensure that only the persons authorized to process Data Controller Personal Data are given access and only to the extent necessary to provide Services to Data Controller

8. Personal Data Breach

8.1 In the event of a Data Breach affecting Customer Personal Data, Data Processor shall notify Data Controller immediately after becoming aware of the breach. Data Processor shall promptly take measures to address the breach and mitigate any adverse effects.

8.2 Notification information provided by Data Processor shall assist Data Controller in ensuring compliance with any legal obligations to report the breach to a supervisory authority or inform Data Subjects of the Data Breach pursuant to Articles 33 and 34 of the GDPR.

9. Data Subject's Rights

9.1 Data Processor shall enable Data Controller on request to access, rectify, restrict and delete processing of Customer Personal Data, and to export Customer Personal Data.

9.2 Data Subject Requests

9.2.1 In the event of receiving any request from a Data Subject in relation to Customer Personal Data, Data Processor shall support Data Subject to submit his/her request to Data Controller, who shall respond to such requests.

9.2.2 Data Processor shall assist Data Controller in fulfilling any obligation to respond to requests by Data Subjects, in order to enable exercising Data Subject's rights, as laid down in Chapter III of the GDPR.

10. Data Protection Impact Assessments and Prior Consultation

10.1 Data Processor shall provide assistance to Data Controller with regard to conducting data protection impact assessments, including any consultations with supervising authorities or other competent data privacy authorities, in order to fulfill obligations as outlined under Articles 35 and 36 of the GDPR, or equivalent provisions of any other data protection law.

11. Deletion or Return of Personal Data

11.1 After the end of the provision of Services, or at any earlier point in time upon written request from Data Controller, Data Processor shall delete and/or return all Customer Personal Data, including existing copies thereof, to Data Controller, unless EU or EU Member State law requires storage of such Customer Personal Data.

11.2 Upon receiving a written deletion request from Data Controller, Data Processor shall delete all Customer Personal Data no later than one months after the receipt of such request.

12. Audit

12.1 Data Controller, or a third-party auditor acting under Data Controller's direction, shall have the right to conduct data privacy and security audits at own expense, concerning Data Processor's data security and privacy procedures relating to the processing of Customer Personal Data, and its compliance with this Agreement and the relevant data protection legislation. Data Controller may require Data Processor to demonstrate evidence of compliance with these procedures in lieu of or in addition to conducting such an audit.

13. Liability and Indemnity

13.1 The liability of Data Processor, under this Agreement or by law, shall at all times be limited to the amount covered by the liability insurance of Data Processor. If such liability insurance does not provide for adequate coverage, the aggregate liability of Data Processor shall at all times be limited to the amount of fees paid by Data Controller to Data Processor for the related Services in a given calendar year.

14. Final Provisions

14.1 This Agreement and its interpretation shall be governed by the law of The Netherlands.

14.2 Any disputes arising in relation to the present Agreement shall be brought before the courts in The Netherlands, which shall have exclusive jurisdiction to adjudicate, unless specifically agreed otherwise by the Parties, in writing.

14.3 Any future modifications to this Agreement shall be made in writing.

14.4 Should any provision of this Agreement be deemed invalid or unenforceable, 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 whilst 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.

The parties' authorized signatories have duly executed this DPA:

On behalf of Data Controller

Name (written out in full):

Position:

Company:

Address:

Date:

Signature:

On behalf of Data Processor

Name (written out in full): Lennart Jan Nederstigt

Position: Director & Data Protection Officer

Company: Shipright B.V.

Address: Bierstraat 123, 3011XA, Rotterdam

Signature: