

JCA regarding the Joint Controllership of Personal Data in accordance with Art. 26 GDPR/UK GDPR

Preamble

ChargePoint is providing electric vehicle charging equipment and related cloud services under an agreement with a Subscriber (the “**Agreement**”). In fulfillment of this Agreement, certain personal data of the Drivers and other data subjects (together the “**data subjects**”) will be collected by both ChargePoint and the Subscriber (together: the “**Parties**”).

Moreover, the Parties will process personal data of data subjects within and outside of the United Kingdom (“**UK**”), the European Union (EU) and/or the European Economic Area (EEA). With regard to these data, the Parties consider themselves joint controllers according to Art. 26 (1) 1 of the General Data Protection Regulation 2016 (“**GDPR**”) or the UK General Data Protection Regulation 2021 (“**UK GDPR**”), as applicable. References to the GDPR throughout this Agreement shall be read as to the GDPR and/or UK GDPR, as applicable to the relevant processing and to each Party.

In this agreement (hereafter the “**JCA**”), the Parties wish to regulate their roles and responsibilities as Joint Controllers and stipulate the purposes and means of the joint processing of personal data as well as their reciprocal obligations regarding the data processing. This JCA is intended to form part of the Agreement.

Capitalized terms and definitions shall have the same meaning as in the Agreement, if not regulated differently herein.

Therefore, the Parties agree as follows:

1. Subject Matter, Purpose and Means of Processing

- 1.1. Subject Matter:** The subject matter of this JCA shall be the binding stipulation of the obligations and responsibilities regarding the processing of personal data within the fulfillment of the Agreement. For this purpose, the Parties jointly prescribe the purposes and means of such processing (hereinafter referred to as “**Joint Controllership**”). Processes, which are carried out only by ChargePoint, without Subscriber having at least read access rights to the personal data processed, are not subject to the Joint Controllership.
- 1.2. Processing Purpose:** Access to and processing of the data will allow both parties to provide the services as described in the Agreement as well as for billing and pricing purposes.
- 1.3. Processing Means** shall be considered to be any IT systems which have been designated to support the processing of personal data for the processing purpose as described herein or at least one sub-process thereof. The Joint Controllership shall apply only to the processing of personal data for the processing purpose described herein. Data processing outside of the scope of this JCA shall not be subject to the Joint Controllership even if performed within or by the same IT system.

2. Types of personal data

- 2.1.** Data Subjects: Data subjects are the Drivers using the charging stations.
- 2.2.** The following categories of personal data are processed under the Joint Controllership:
Information about how Drivers use the service where Subscriber has at least read access rights (Session Data), including:
 - energy consumed (kWh)
 - session cost (gross and net)
 - session date, time and duration
 - station name
 - station location
 - session type

If Subscriber has subscribed to a Driver reimbursement service (such as the Driver Management Solution) the following Account Data is processed as well:

- currency
- customer account ID
- driver verification
- employee name (including driver name)
- employer ID
- employer name
- home station ID (if applicable)
- organisation name
- home rate (per kWh)
- VAT amount
- VAT rate (%)

3. Data Processing in Non-UK or Non-EU-Countries

3.1. ChargePoint may process personal data

- 3.1.1.** outside of the UK in countries for which there is no decision of the Secretary of State or the supervisory authority (or other applicable UK law) that the countries ensure an adequate level of protection of personal data (hereinafter, “**Non-UK Countries**”); or
- 3.1.2.** outside of the EU and the European Economic Area in countries, for which there is no decision of the European Commission that the countries ensure an adequate level of protection of personal data (hereinafter, “**Non-EU Countries**”).

3.2. In order to ensure an equally high data protection standard as in the UK or EU, each of the Parties agrees to conclude the applicable standard data protection clauses as referred to in Article 46 of the GDPR, where required.

3.3. If and insofar as provisions of this JCA are contrary to the provisions in the standard data protection clauses concluded pursuant to section 3.2. or hinder the assertion of the rights of data subjects in comparison with the applicable provisions regarding the rights of data subjects in the provisions mentioned above, the provisions mentioned above shall prevail.

4. Data Protection Standards

4.1. The Parties will comply with the general data protection principles as required by the GDPR. In particular, but not limited to, they

- 4.1.1.** will comply with the principles of appropriation and data minimization,
- 4.1.2.** will determine and comply with limited date-retention-periods,
- 4.1.3.** process data only to the extent that a legal basis exists and,
- 4.1.4.** to the extent applicable, comply with the increased standards for processing of special categories of personal data and
- 4.1.5.** will not transmit data to third parties if this cannot be done in a legal art and manner.

4.2. The Parties will further always comply with the requirements of the respective data protection principles applicable to them in all processing activities performed by them. These principles shall include the GDPR, UK GDPR and all other national laws, regulations, by-laws rulings or statutory guidance or codes of practice issued by any relevant supervisory authority regulating the processing of personal data by the respective Party.

5. Confidentiality

5.1. Each Party shall treat as confidential the personal data processed within the scope of this JCA confidentially and, in particular, ensure that no unauthorized person who does not need to know the data has access to the personal data processed within the scope of this JCA, and that such person is not able use the data or the devices with which they are processed.

- 5.2.** Moreover, the Parties shall ensure that all persons, who have access to personal data processed within the scope of this JCA, have been obligated in writing to maintain data secrecy or are subject to a statutory confidentiality obligation and are aware of the applicable provisions of data protection law. The Parties will ensure that such obligations stay in place even after the end of the processing activity of the respective person. The fulfilment of the requirements of this section 5.2. shall be documented in writing by the Subscriber.

6. Data Transmission to Third Parties

- 6.1.** The Parties shall transfer personal data collected and processed under this JCA to third parties only in compliance with the applicable data protection law and if required by applicable law.
- 6.2.** In the event that a court or competent authority issues a request for information regarding the data processing covered by this JCA, the Party receiving the request shall be obliged to notify the respective other Party about such request to the extent that such notification is not forbidden by law and, upon the other Party's request, to perform suitable legal measures to object against such request for information.

7. Processing and Fulfilment of the Rights of Data Subjects

- 7.1.** The Parties acknowledge that, in each data protection matter with regard to a processing covered by this JCA, a data subject may contact each Party to this JCA regardless of whether a joint contact point has been set up in accordance with Art. 26 (1) 3 GDPR. The Parties will inform each other immediately in writing should they be contacted by a data subject with regard to a processing covered by this JCA. The Parties agree that by default, the joint contact point in accordance with Art. 26 (1) 3 GDPR shall be ChargePoint.
- 7.2.** A Party who receives an inquiry from a data subject and/or a claim asserting the rights of a data subject (hereinafter referred to as "**Contacted Party**") shall be primarily responsible for the response to and the fulfilment of the rights of the data subject, as well as the fulfilment of any deadlines of statutory or contractual nature or as set by the data subject.
- 7.3.** The Contacted Party shall confirm the receipt of the inquiry and/or the claim to the data subject. It itself shall be responsible for the required authentication of the data subject in accordance with Art. 12 (6) GDPR.
- 7.4.** In the event that the Parties have set up a joint contact point in accordance with Art. 26 (1) 3 GDPR, the Contacted Party, in deviation from the above regulations in sections 7.1. through 7.3., shall forward the inquiry and/or the claim asserting the rights of the data subject to the contact point in order for the contact point to perform all additional measures required and to compile information in order to enable the contact point to respond to the inquiry and/or satisfy the claim asserted by the data subject.
- 7.5.** The Parties shall support the respective Contacted Party as well as, where applicable, the contact point according to Art. 26 (1) 3 GDPR in fulfilling their obligations in accordance with this Section 7. The Parties shall perform all required actions such as, for example, an extraction of the data of a data subject in order to satisfy his/her claim to data portability pursuant to Art. 20 GDPR provided that the Contacted Party or the contact point cannot do so itself.
- 7.6.** Each Party shall bear its own costs incurred by the fulfilment of the obligations in accordance with this Section 7.
- 8. Fulfilment of the Obligations to Provide Information in accordance with the GDPR/UK GDPR**
- 8.1.** With regard to the supply of information in accordance with Art. 13 and 14 GDPR, each Party shall be responsible for its own employees; with regard to all other categories of data subjects, both Parties shall be responsible for the supply of information.
- 8.2.** The essential points of this JCA must be announced to the data subjects in connection with the information in accordance with Art. 13 and 14 GDPR (if required by law in the respective official national language) as described in Annex 1 hereto.

9. Data Protection Impact Assessment

- 9.1.** If and insofar as the implementation of a data protection impact assessment is required in accordance with Art. 35 GDPR, such assessment shall be undertaken and documented by both Parties for themselves.
- 9.2.** If the data protection impact assessment indicates so, the Parties will consult the government supervisory agency in accordance with Art. 36 GDPR.

10. Technical and Organisational Measures, Deletion

- 10.1.** Each Party shall be responsible on their own behalf for the fulfilment of the obligations in accordance with Art. 24 (1) in conjunction with Art. 32 GDPR.
- 10.2.** Both Parties shall conduct a risk assessment. in line with Art. 32 GDPR.
- 10.3.** Technical and organizational measures will be reviewed by the Parties on a regular basis for adequacy and, to the extent necessary, updated in order to satisfactorily protect the personal data within the IT systems of each Party.
- 10.4.** Both Parties:
- will implement the principle of data minimization,
 - will ensure the confidentiality of the processing,
 - ensure integrity of the personal data processed under this JCA,
 - ensure availability of the personal data processed under this JCA,
 - guarantee purpose limitation of the personal data processed under this JCA,
 - create transparency of all processing operations, as well as
 - guarantee intervenability.
- 10.5.** Each Party is responsible for the deletion of the personal data processed under this JCA within their scope of responsibility and will implement suitable deletion concepts.

11. Subcontractors

- 11.1.** The Parties shall be entitled to commission suitable and reliable contracted data processors in accordance with valid data protection law in order to outsource supporting activities relating to the operation of IT systems.
- 11.2.** Upon request in writing from the Subscriber, ChargePoint shall provide the Subscriber with information in text form about the subcontractors currently used in accordance with this section 11.

12. Records of Processing Activities

- 12.1.** Both Parties shall be responsible for recording their processing activities themselves. Upon request from ChargePoint, the Subscriber shall provide ChargePoint with the content of its records in order for the records to be incorporated into ChargePoint's records of processing activities in accordance with Art. 30 GDPR. The Parties shall note in the records of processing activities that the processes covered by this JCA are covered by the Parties' Joint Controllership.

13. Reporting and Notification Obligations

- 13.1.** If the Subscriber becomes aware of a personal data breach in relation to the processing of data under this JCA (hereinafter referred to as "**Data Breach**"), the Subscriber shall, to the extent possible, notify ChargePoint immediately and comprehensively upon becoming aware of the violation. The notification must be made via a reporting process to be defined by ChargePoint. This shall apply as soon as an initial suspicion occurs that a Data Breach might have occurred which could result in a risk to the rights and freedoms of natural persons. To the extent required by law, ChargePoint shall also notify the Subscriber of a Data Breach, if such Data Breach occurs.

- 13.2.** If the Subscriber becomes aware of a Data Breach in relation to the data processing under this JCA, the Subscriber shall in principle be obliged to make any required notifications to the supervisory authority as well as to the data subjects himself. However, the Subscriber must nonetheless consult with ChargePoint before submitting a report or notification and obtain ChargePoint's consent in text form prior to submitting such report and/or notification. Insofar as ChargePoint does not submit a statement within 36 hours after the receipt of the notification in accordance with Section 13 (1) above, the Subscriber shall, on its own, submit the report and/or notification without any additional consultation being required.
- 13.3.** Notwithstanding the regulations in sections 13.1 and 13.2 above, the Parties shall support each other in fulfilment of the reporting obligations towards the competent authority and with respect to the notification of data subjects. Press releases and other public announcements shall require ChargePoint's prior consent. A Party who has submitted a notification to a government supervisory agency must update the other Party frequently on the course of the process.
- 14. Data Protection Officer**
- 14.1.** The Parties will respectively designate a Data Protection Officer if and insofar as they are obliged to do so under applicable data protection laws.
- 15. UK or EU Representative**
- 15.1.** The Parties will respectively designate a UK Representative and/or EU Representative if and insofar as they are obliged to do so under applicable data protection laws.
- 16. Liability**
- 16.1.** Each Party shall be liable to the other Parties respectively for the damages incurred due to the processing of personal data, which is in violation of the provisions of this JCA.
- 16.2.** The limitations of liability as agreed on in the Agreement shall apply.
- 16.3.** The provisions of Art. 26 (3) and 82 (4) GDPR shall remain unaffected.
- 17. Term and Termination, Miscellaneous**
- 17.1.** With regard to term and termination, the regulations of the Agreement shall apply.
- 17.2.** If not in contradiction to the terms of this JCA and unless regulated otherwise herein, the regulations of the Agreement shall apply.

ChargePoint Network (Netherlands) BV

DocuSigned by:



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THE NETHERLANDS

Annex 1 to the JCA

Essential Points of the Agreement regarding the Joint Controllership of Personal Data in accordance with Art. 26 GDPR/UK GDPR

ChargePoint is providing electric vehicle charging stations and related cloud services to charge electric vehicles. These stations and related services are provided to a Subscriber under the terms of an underlying agreement with ChargePoint (the “**Agreement**”). In fulfillment of this Agreement, certain personal data of you as the driver (the “**data subjects**”) will be collected by both ChargePoint and the Subscriber, over which both parties will have joint control (“**Joint Controllership**” within the meaning of Art. 26 GDPR). With this document, ChargePoint and the Subscriber undertake to inform you about the essential points of their agreement according to Art. 26 (1) 3 GDPR.

1. Responsible Parties

The parties responsible for the processing of personal data are:

- ChargePoint Networks (Netherlands) B.V. and its affiliates hereinafter referred to as “**ChargePoint**”; and
- Recipient of the charging stations and related services hereinafter referred to as “**Subscriber**”.

Both Parties undertake to process personal data only in compliance with the data protection principles according to the GDPR.

2. Means and Purposes of the processing

- The means of processing will be any IT systems of the Responsible Parties which have been designated to support the processing of personal data for the processing purpose as described further below or at least one sub-process thereof.
- Access to and processing of the data will allow both parties to provide the charging services to drivers as described in the preamble and to do billing and pricing.

3. Categories of Data

The following categories of personal data are processed:

Information about how Drivers use the service where Subscriber has at least read access rights (Session Data), including:

- energy consumed (kWh)
- session cost (gross and net)
- session date, time and duration
- station name
- station location
- session type

And if Subscriber has subscribed to a Driver reimbursement service (such as the Driver Management Solution) the following Account Data is processed as well:

- currency
- customer account ID
- driver verification
- employee name (including driver name)
- employer ID
- employer name
- home station ID (if applicable)
- organisation name
- home rate (per kWh)

- VAT amount
- VAT rate (%)

The above-mentioned categories of personal data are processed by both Responsible Parties.

4. Joint Contact Point and your rights as a Data Subject

The Joint Contact Point according to Art. 26 (1) 3 GDPR shall be

Data Processing Officer

privacy.eu@chargepoint.com

Whenever you have any requests or want to assert your rights as a data subject in connection with the data processing as described in this document, regardless of which Responsible Party it relates to, please get in touch with the Joint Contact Point.

5. Information Duties

With regard to the supply of information in accordance with Art. 13 and 14 GDPR, each Responsible Party shall be responsible for its own employees; with regard to all other categories of data subjects, both Responsible Parties shall each be responsible for the supply of information.

6. Technical and Organizational Measures

- Each Party shall be responsible on their own behalf for the fulfilment of the obligations in accordance with Art. 24 (1) in conjunction with Art. 32 GDPR.
- Both Parties shall conduct a risk assessment in line with Art. 32 GDPR.

7. Data Processing in Non-UK or Non-EU-Countries

- ChargePoint may process personal data which is under joint control of the Responsible Parties:
 - outside of the UK in countries for which there is no decision of the Secretary of State or the supervisory authority (or other applicable UK law) that the countries ensure an adequate level of protection of personal data (hereinafter, “**Non-UK Countries**”); or
 - outside of the UK, or outside the EU and the European Economic Area in countries, for which there is no decision of the European Commission that the countries ensure an adequate level of protection of personal data (hereinafter, “**Non-EU Countries**”).
- In order to ensure an equally high data protection standard in such case, the Parties agree to conclude the applicable standard data protection clauses as referred to in Article 46 of the GDPR.