

**Data Processing Agreement for Jungheinrich Digital Products and Software Solutions**  
(hereinafter: "Agreement")

Between  
The Contracting Party Identified in the Main Contract- hereinafter referred to as "**Customer**" -  
and the  
Jungheinrich New Zealand Ltd - hereinafter referred to as "**Jungheinrich**" -  
- hereinafter also referred to as the Customer and Jungheinrich are also each individually referred to as a "**Party**", and jointly as  
the "**Parties**" -

**PREAMBLE**

- A. A contract or several contracts exist between the Parties for the provision of certain Digital Products and Software Solutions from Jungheinrich or the performance of Maintenance and Support Services by Jungheinrich for the Customer (collectively the "**Main Contract**"). As part of the provision of the services agreed under the Main Contract, Jungheinrich shall also process Personal Information on behalf of the Customer to the extent described in **Appendix 1** to this Agreement.
- B. The Parties agree that the following provisions shall apply to the Processing of Personal Information by Jungheinrich on behalf of the Customer when providing the contractual services.

**1. DEFINITIONS**

In the context of this Agreement the following terms have the following respective meanings:

- 1.1 "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means ownership of more than 50% of the voting rights of an entity.
- 1.2 "**Agency**" has the meaning given in the Privacy Act 2020 and includes any person or body of persons, whether corporate or unincorporated, in the public or private sector, that collects, holds, uses, or discloses personal information.
- 1.3 "**Applicable Data Protection Law**" means the laws, rules and regulations referred to in Clause 2.3.
- 1.4 "**Discloser**" means a person or organisation that discloses Personal Information to another party. The Customer acts as the Discloser to the extent it discloses Personal Information to Jungheinrich for the purposes of Processing carried out on its behalf under this Agreement.
- 1.5 "**Customer**" means the company referred to in the preamble and its Affiliates.
- 1.6 "**Data Subject**" means the person to whom Personal Information refers.
- 1.7 "**GDPR**" means 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 Information and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 1.8 "**Jungheinrich**" means the company so designated in the preamble and its Affiliates.
- 1.9 "**Jungheinrich Digital Products and Software Solutions**" means the digital products and software solutions provided by Jungheinrich, which may include Fleet Management Solutions.
- 1.10 "**Privacy Act 2020**" means the New Zealand Privacy Act 2020 .
- 1.11 "**Personal Information**" means (a) information about an identifiable individual; and (b) includes information relating to a death that is maintained by the Registrar-General under the Births, Deaths, Marriages, and Relationships Registration Act 2021 or any former Act.
- 1.12 "**Processing**" means any operation or set of operations which is performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.13 "**Recipient**" means any person or entity (including an overseas agency) that receives Personal Information from a Discloser. Jungheinrich is a Recipient in the scope of its Processing of Personal Information on behalf of the Customer to the extent regulated in this Agreement.
- 1.14 "**Sub-recipient**" (or "Sub-processor" ) means any third party engaged by the Recipient to process or otherwise handle Personal Information on behalf of the Recipient.

**2. SUBJECT-MATTER, PURPOSE AND TERM OF THE AGREEMENT; APPLICABLE LAW**

**2.1 Subject-matter and purpose of the Agreement**

The subject-matter of this Agreement is the Processing of Personal Information by Jungheinrich (as a Recipient) on behalf of the Customer (as a Discloser) in the context of the provision of the services agreed under the Main Contract to the extent described in **Appendix 1**. For the purposes of this Agreement:

- (a) the Discloser acts as the controller; and  
(b) the Recipient acts as the processor,

in each case in relation to Personal Information processed by the Recipient on behalf of the Discloser under this Agreement. This Agreement governs the Processing of Personal Information by the Recipient on behalf of the Discloser in compliance with applicable data protection laws, including the New Zealand Privacy Act 2020. Where Personal Information is processed in the European Union, the parties shall comply with Article 28(3) and (4) of the GDPR. Such compliance is intended to provide a level of protection broadly comparable to applicable data protection laws but does not limit or replace any obligations under those laws.

**2.2 Term of the Agreement; cancellation**

The term of this Agreement shall be the term of the Main Contract. If the Main Contract consists of several components with different terms, the term of this Agreement begins with the start of the term of the Main Contract component that begins first and ends with the term of the Main Contract component that ends last. The rules on termination in the Main Contract and in Clauses 5.4 and 10.3 of this Agreement apply.

**2.3 Applicable law**

Privacy Act 2020 (New Zealand), including the Information Privacy Principles, and any applicable regulations and codes of practice issued under that Act, as amended or replaced from time to time ("**Applicable Data Protection Law**") and shall apply to the data protection provisions of this Agreement and their interpretation. The law at the registered office of Jungheinrich applies to all non-data protection regulations.

**3. SPECIFICATION OF THE CONTENT OF THE AGREEMENT**

**Details of data Processing on the Customer' s behalf**

- 3.1 The Processing of Personal Information by Jungheinrich on behalf of the Customer is carried out to the extent necessary for the provision of the services agreed under the Main Contract. The details of data Processing by Jungheinrich on

behalf of the Customer, in particular the categories of Personal Information, the categories of Data Subjects and the purposes for which the Personal Information is processed on behalf of the Customer, as well as the regular retention period, are listed in **Appendix 1**. The Customer is responsible for identifying and maintaining a valid legal basis for the Processing of Personal Information in connection with the Main Contract, including obtaining any necessary consents and complying with its transparency obligations under the Privacy Act 2020. Without limiting the foregoing, the Customer shall provide all notices required by applicable law, obtain any consents required by applicable law, and otherwise ensure that it is authorised to disclose Personal Information to Jungheinrich for Processing under this Agreement. The Customer shall also ensure that any disclosure or transfer of Personal Information outside New Zealand complies with applicable privacy and data protection laws, including Information Privacy Principle 12 of the Privacy Act 2020 where applicable, and any applicable requirements relating to transfers of Personal Information subject to the GDPR. The Customer shall defend, indemnify, and hold harmless Jungheinrich from and against any regulatory penalty, fines, civil claims, punitive damages or third-party claim arising directly out of the Customer's failure to adequately notify, obtain consent from its employees or otherwise establish a lawful relationship with its employees in accordance with this Clause.

3.2 **Place of Processing on behalf**

The Processing of Personal Information by Jungheinrich on behalf of the Customer may take place in New Zealand or the European Union ( "EU" ), as are reasonably necessary for the provision of the Services, unless otherwise stipulated in this Agreement.

Any transfer of data by Jungheinrich to recipients in a country outside New Zealand ("Third Country") or an international organisation, shall be made on the basis of documented instructions from the Customer and to comply with a specific provision under Union law or the law of an EU Member State to which Jungheinrich is subject and must comply with Chapter V of the GDPR or Regulation (EU) 2018/1725, and shall implement comparable safeguards to support the Customer's compliance with Information Privacy Principle 12 of the Privacy Act 2020.

The Customer agrees that in cases where Jungheinrich engages a Sub-Recipient pursuant to Clause 10 to carry out certain Processing activities (on behalf of the Customer) and where the Processing activity involves a transfer of Personal Information to a country outside of New Zealand or a Third Country within the meaning of Chapter V of the GDPR, the transfer and Processing may take place in a Third Country if

- the Sub-Recipient is bound by contractual obligations that provide a comparable level of protection for the Personal Information and otherwise complies with applicable privacy and data protection laws, or
- Jungheinrich and the Sub-Recipient use standard contractual clauses issued by the European Commission pursuant to Art. 46 (2) of the GDPR) or
- another recognised transfer mechanism within the meaning of Chapter V of the GDPR or comply with Information Privacy Principle 12 of the Privacy Act 2020 is used.

In the event that the Customer has its registered office in a Third Country, the Parties shall, to the extent necessary, enter into a separate Agreement that ensures compliance with the data protection law applicable at the Customer's registered office. Compliance by Jungheinrich with any of the options above shall fully discharge Jungheinrich' s obligations and liabilities regarding cross-border data transfers under both the GDPR and the Privacy Act 2020.

3.3 **Processing of data for Jungheinrich' s own purposes.**

In the event that Jungheinrich processes Personal Information (in the sense of personal identifiable machine data such as equipment ID, timestamp, etc.) or non-Personal Information regarding the Customer's use of the Digital Jungheinrich Products, applications, tools, platforms, software, hardware and/or additional services for Jungheinrich' s own purposes, Jungheinrich is the Discloser regarding this Processing in accordance with the applicable general terms and conditions of Jungheinrich that form part of the Main Contract. This Agreement does not apply to such data Processing for Jungheinrich' s own purposes.

4. **TECHNICAL AND ORGANISATIONAL MEASURES**

Jungheinrich shall apply the technical and organisational measures listed in **Appendix 2** in accordance with the Customer's instructions in order to ensure a comparable level of protection to the risk of data Processing with regard to the confidentiality, integrity and availability of the Customer's Personal Information processed on behalf of the Customer as well as sufficient resilience and security of the systems used for data Processing. In doing so, Jungheinrich will take into account the state of the art, the implementation costs and the nature, scope and purposes of the Processing as well as the varying likelihood and severity of the risk to the rights and freedoms of natural persons. The technical and organisational measures are subject to technical progress and further development. In this respect, Jungheinrich is permitted to implement alternative adequate measures as long as the security level of the defined measures is not undercut. Jungheinrich will document significant changes by adapting **Appendix 2** .

4.1 Insofar as an audit by the competent supervisory authorities reveals a need for adjustment with regard to the technical and organisational measures applied, the Parties shall implement this by mutual Agreement within a reasonable period of time and Jungheinrich shall adapt and update **Appendix 2** accordingly.

5. **CUSTOMER'S AUTHORITY TO ISSUE INSTRUCTIONS**

5.1 Within the scope of this Agreement, Jungheinrich shall Process Personal Information exclusively within the framework of the agreements made and in accordance with the Customer's instructions, unless it is obliged to Process such data in accordance with the law of New Zealand or another jurisdiction to which Jungheinrich is subject; in such a case, Jungheinrich will notify the Customer of these legal requirements prior to Processing, unless the law in question prohibits such notification due to an important public interest. The instructions are initially defined by this Agreement and may thereafter be amended, supplemented or replaced by the Customer by means of individual instructions in writing or in an electronic format (text form) to the office designated by Jungheinrich (individual instruction). All instructions given shall be documented by both Parties and kept for the duration of the cooperation.

5.2 The Customer shall confirm verbal instructions in writing or electronically.

5.3 Jungheinrich shall not use the Personal Information processed on behalf of the Customer for any purposes other than those agreed, in particular not for its own purposes or the purposes of third parties. Copies and duplicates shall not be made without the Customer's knowledge. Excluded from sentences 1 and 2 are backup copies insofar as they are necessary to ensure proper Processing, the cases of use for own purposes in accordance with Clause 3.3 and the Processing of Personal Information that is necessary with regard to compliance with statutory retention obligations.

5.4 Jungheinrich shall immediately inform the Customer, if Jungheinrich is of the opinion that an instruction violates data protection regulations. Jungheinrich shall be entitled to suspend the execution of the corresponding instruction until it is confirmed or amended by a responsible person on the part of the Customer.

6. **SUPPORT OF THE CUSTOMER IN THE EVENT OF THE ASSERTION OF DATA SUBJECT RIGHTS**
- 6.1 If a Data Subject raises a statutory claim or submits a request to exercise Data Subject Rights, directly against Jungheinrich, including rights of access and correction under the Privacy Act 2020 and, where applicable, rights under the GDPR (collectively: "**Data Subject Rights**") with regard to his or her Personal Information processed by Jungheinrich on behalf of the Customer, Jungheinrich shall forward this request to the Customer without undue delay. Jungheinrich shall only rectify, erase or restrict the Processing of the Personal Information of the Data Subject making the claim, provide information to the Data Subject making the claim or fulfil the Data Subject's right to data portability, where required under applicable law, upon documented instruction from the Customer. Jungheinrich shall provide reasonable assistance to the Customer at the Customer's reasonable cost where such assistance exceeds Jungheinrich's normal contractual obligations, to enable the Customer to respond to such requests, taking into account the nature of the Processing. This reservation of prior instruction by the Customer does not apply to any data Processing by Jungheinrich due to official or court orders in connection with the rights of the Data Subject.
- 6.2 Even in the event of cooperation or support of the Customer by Jungheinrich, the Customer shall remain solely responsible and accountable for the fulfilment of the Data Subject Rights in relation to the Data Subjects.
7. **PRIVACY OFFICER**
- 7.1 Where necessary, Jungheinrich has appointed a privacy officer who performs his or her duties in accordance with the provisions of the Applicable Data Protection Law.
- 7.2 Jungheinrich will provide the Customer with information on the person and contact details of the privacy officer upon request.
8. **MAINTAINING CONFIDENTIALITY**
- 8.1 When carrying out work on behalf of the Customer, Jungheinrich shall only employ persons who have undertaken to maintain confidentiality and who have been familiarised in advance with the relevant provisions of the Applicable Data Protection Law or who are subject to a comparable statutory duty of confidentiality.
- 8.2 Each Party shall keep confidential all business secrets and data security information of the other Party obtained under this Agreement. This obligation applies to remote access to Personal Information and survives termination. Any confidentiality provisions in the Main Contract shall apply accordingly, and any separate confidentiality agreement shall prevail. A Party may disclose such information to external advisors as necessary for legal compliance or defence, provided they are bound by equivalent confidentiality obligations.
9. **CONTROL AND VERIFICATION OBLIGATIONS OF JUNGHEINRICH**
- 9.1 Jungheinrich regularly monitors its internal processes and the technical and organisational measures in accordance with **Appendix 2** to ensure that the Processing in its area of responsibility is carried out in accordance with the requirements of the Applicable Data Protection Law and that the protection of the rights of the Data Subjects is ensured.
- 9.2 Jungheinrich shall present the technical and organisational measures taken to the Customer upon request within the scope of the Customer's rights of control in accordance with Clause 11 of this Agreement.
10. **SUB-PROCESSING RELATIONSHIPS**
- 10.1 Jungheinrich is authorised to use Sub-recipients.
- 10.2 A sub-processing relationship exists if Jungheinrich engages Sub-recipients to perform all or part of the service owed to the Customer under the Main Contract, which involves the Processing of Personal Information on behalf of the Customer. Jungheinrich will carefully select Sub-recipients, paying particular attention to the technical and organisational measures taken by them, and will enter into agreements with them to the extent necessary to ensure comparable data protection and information security measures.
- 10.3 The Customer agrees to the use by Jungheinrich of the Sub-recipients listed in **Appendix 3**. Jungheinrich shall inform the Customer before involving additional Sub-recipients or replacing the existing ones. The Customer may object to any such change in the Sub-recipients within fourteen (14) days of notification of the change. The Customer should justify the objection and, in particular, on reasonable grounds relating to privacy, data protection, information security or compliance. If no objection is made within the time limit, consent to the amendment shall be deemed to have been granted. If the Customer objects to the change in sub-processing and if it is not possible for Jungheinrich to engage another Sub-recipient under reasonable conditions at short notice, Jungheinrich shall be entitled either to adjust the agreed remuneration by the higher costs incurred by the alternative sub-processing or to terminate this Agreement and the Main Contract extraordinarily.
- 10.4 If Jungheinrich places orders with Sub-recipients, Jungheinrich shall transfer its data protection obligations under this Agreement to the Sub-recipient in accordance with the Applicable Data Protection Law to the applicable and reasonable extent. For this purpose, Jungheinrich shall enter into a corresponding agreement with the Sub-recipient in written or text form and shall regularly monitor compliance with these obligations by the Sub-recipient. Jungheinrich shall impose on each Sub-recipient data protection obligations that are no less protective than those set out in this Agreement and shall ensure compliance with applicable data protection laws, including Information Privacy Principle 12 of the Privacy Act 2020 where applicable. Jungheinrich shall provide the Customer with a copy of such a sub-processing agreement and any subsequent amendments at the Customer's request. To the extent necessary to protect trade secrets or other confidential information, including Personal Information, Jungheinrich may obscure the wording of the agreement before providing a copy.
- 10.5 If a Sub-recipient engaged by Jungheinrich fails to fulfil its data protection obligations, Jungheinrich shall be liable to the Customer for compliance with the obligations of that Sub-recipient.
11. **CUSTOMER'S RIGHTS OF CONTROL**
- 11.1 Where reasonably required to verify compliance, the Customer has the right at any time, otherwise not more than once per year, unless there is a reasonable and substantiated concern regarding compliance and in consultation with Jungheinrich, to demand proof of Jungheinrich's compliance with this Agreement to the extent necessary and reasonable. Jungheinrich will prove compliance with this Agreement by submitting appropriate certification or other suitable documentation.
- 11.2 If the submission of a certification or other appropriate documents pursuant to Clause 11.1 is insufficient to prove compliance with this Agreement in individual cases, Jungheinrich shall, after joint coordination and a regular notice period of three (3) weeks, enable the Customer to carry out an on-site inspection of the Processing on behalf of the Customer in accordance with this Agreement at Jungheinrich's business premises during Jungheinrich's normal business hours. The Customer shall only allow such checks to be carried out by sufficiently qualified internal or external audit personnel who are bound to secrecy. Persons who are to be regarded as competitors of Jungheinrich due to their profession or employment relationship are unsuitable for the audit. Jungheinrich does not have to allow audits by insufficiently qualified or unsuitable persons. The Customer will inform Jungheinrich of the persons who are to carry out

the on-site audit at least one (1) week before the planned on-site audit. The purpose of any audit is to verify Jungheinrich's compliance with its obligations under this Agreement and applicable privacy and data protection laws.

12. **NOTIFICATION AND BEHAVIOUR OF JUNGHEINRICH IN THE EVENT OF PERSONAL INFORMATION BREACHES**

12.1 Jungheinrich shall inform the Customer without undue delay and, where feasible, within three (3) business days after becoming aware of any actual or suspected privacy breach or any breach of this Agreement affecting Personal Information processed on behalf of the Customer. Where the breach is a notifiable privacy breach under the Privacy Act 2020, Jungheinrich shall also notify the Office of the Privacy Commissioner (New Zealand) as soon as practicable if it becomes aware of any unauthorised access, disclosure, loss or misuse of the Customer's Personal Information or other breaches of data protection provisions or regulations of this Agreement. Jungheinrich shall take appropriate measures to secure the Personal Information and to mitigate any possible adverse consequences for the Customer or the Data Subjects and shall consult with the Customer to this end.

12.2 In the event of a Personal Information breach in connection with the data processed on behalf of the Customer, Jungheinrich shall provide reasonable assistance to the Customer, taking into account the nature of the Processing and the information available to Jungheinrich, so that the Customer can fulfil its legal obligations to document and, if necessary, report and notify a Personal Information breach.

12.3 Jungheinrich shall inform the Customer without delay of any investigations, inquiries or regulatory actions and other measures taken by supervisory or investigating authorities, insofar as the actions relate to this Agreement, unless Jungheinrich is prohibited from informing the Customer by the investigating authority. Upon request, the Customer and Jungheinrich shall cooperate with the supervisory or investigative authority in the performance of their duties.

12.4 Insofar as the Customer, for its part, is exposed to an investigation, regulatory proceeding, claim or other legal process by a supervisory authority, administrative offence or criminal proceedings, the liability claim of a Data Subject or a third party or any other claim in connection with the Processing on behalf of the Customer by Jungheinrich, Jungheinrich shall support the Customer to the best of its ability to the extent possible and reasonable in the exercise of legal protection against such a measure or the defence against such claims. The expenses incurred by Jungheinrich in this connection shall be reimbursed to Jungheinrich under the conditions stipulated in the Main Contract.

12.5 The foregoing provisions shall continue to apply unchanged after the termination of this Agreement until the obligations regulated therein have been fulfilled in their entirety.

13. **ERASURE AND RETURN OF PERSONAL INFORMATION AFTER TERMINATION OF THE AGREEMENT**

After termination of this Agreement, Jungheinrich shall, at the Customer's discretion, either delete all Personal Information still processed on behalf of the Customer and certify to the Customer at the Customer's request that this has been done, or return all Personal Information still processed on behalf of the Customer to the Customer and delete existing copies, unless Jungheinrich is legally authorised or obliged to store the Personal Information. In such cases, Jungheinrich shall continue to protect the Personal Information in accordance with this Agreement and shall not process it for any other purpose. Deletion shall not apply to Personal Information stored in backup systems, provided that such data is securely isolated and deleted in accordance with Jungheinrich's standard retention policies.

14. **OTHER DUTIES OF JUNGHEINRICH**

Upon request by the Customer in writing or text form, Jungheinrich is obliged to support the Customer to the extent required by the Applicable Data Protection Law:

- (a) in the fulfilment of Data Subject Rights,
- (b) in the Customer's privacy impact assessment,
- (c) in the context of prior consultations with the supervisory authority and
- (d) in the preparation of the Processing activities by the Customer

in a reasonable manner, taking into account the type of data Processing and the information available to Jungheinrich. Even in the event of co-operation or support of the Customer by Jungheinrich, the Customer shall remain solely responsible and accountable for the actions or documentation referred to Clause 14 (a) - (d).

15. **LIABILITY FOR BREACHES OF DATA PROTECTION LAW**

Each party shall be liable to the Data Subjects in accordance with Applicable Data Protection Law. The Parties shall be liable for compliance with their obligations under this Agreement and to each other in accordance with the statutory provisions of the applicable law. In all other respects, the liability provisions of the Main Contract shall apply.

16. **FINAL PROVISIONS**

16.1 Amendments to this Agreement and ancillary agreements must be made in writing or with a qualified electronic signature. This also applies to the waiver of this formal requirement.

16.2 If any provision of this Agreement is or becomes invalid, illegal, or unenforceable, the validity of the remaining provisions will not be affected. The Parties shall negotiate in good faith to replace the unenforceable provision with a valid clause that reflects their original commercial intent as closely as possible. In the event of a conflict between this Agreement and the Main Contract, the provisions of this Agreement shall take precedence over the Main Contract with regard to the obligations relating to the Processing of Personal Information in the context of the data Processing described in **Appendix 1, Appendix 2, and Appendix 3** to this Agreement.

17. **LIST OF APPENDICES**

The following appendices are an integral part of this Agreement:

- **Appendix 1** : Details of data Processing on behalf of the Customer
- **Appendix 2** : Technical and organisational measures
- **Appendix 3** : Sub-recipients

## **Appendix 1 - Details of data Processing on behalf**

This **Appendix 1** contains further information on the details of data Processing by Jungheinrich on behalf of the Customer, in particular on the type and purpose of data Processing and the categories of Personal Information and categories of Data Subjects concerned.

### **Jungheinrich Fleet Management Solutions (FMS)**

#### **1. TYPE AND PURPOSES OF DATA PROCESSING**

##### **1.1 Jungheinrich FMS**

In the course of providing the Jungheinrich FMS, Jungheinrich Processes the Personal Information provided by the Customer or collected for the Customer in the course of providing the service or Processed in any other way for the purposes set out below on the Customer's behalf.

When the Jungheinrich FMS provided by Jungheinrich is used by the Customer, (machine) data is generated which may relate to an identified or identifiable natural person and the Processing of which in this case is subject to the provisions of data protection law and Clause 3.1 above. Jungheinrich collects and stores this data on behalf of the Customer in order to enable the contractually agreed use of the fleet management system. The purpose of the Processing is therefore the collection, analysis and evaluation of data from the Customer for the purpose of controlling and managing its vehicle fleet.

The entry of data other than the relevant data mentioned in this Appendix is not required but may be provided by the Customer at its own responsibility. In this case, the Customer is solely responsible for ensuring the lawfulness of the Processing through appropriate measures in the internal relationship with its employees, including providing required notices and, where applicable law requires, obtaining valid consents or relying on other lawful basis.

The Processing of Personal Information of the users of the Jungheinrich FMS Online Portal provided by Jungheinrich, which takes place in the context of the use of the portal, is not covered by the Processing on behalf of the Customer. This Processing is carried out under the sole responsibility of Jungheinrich.

The Jungheinrich FMS is divided into different Bundles where their respective purposes as well as the data Processed in each case are described below.

| <b>Jungheinrich FMS Services</b>       | <b>Data Processed</b>                                                                                                                                                                                                                                                                                                                                                              | <b>Purpose of Processing</b>                                                                                                                                                                                                                                                 |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Starter Bundle</b>                  | <ul style="list-style-type: none"> <li>Inventory (vehicle serial nos., unit names, quantity)</li> <li>Fleet operating hours (actual and forecast)</li> <li>Vehicle/device assignments (drivers/groups)</li> </ul>                                                                                                                                                                  | <ul style="list-style-type: none"> <li>Warehouse digitisation and inventory management</li> <li>Fleet capacity optimisation (hours forecast)</li> <li>Manage vehicle allocation</li> </ul>                                                                                   |
| <b>Finance Bundle</b>                  | <ul style="list-style-type: none"> <li>Cost per vehicle</li> <li>Cost per operating hours</li> <li>Invoices</li> <li>Service reports</li> <li>Maintenance status (upcoming/completed)</li> <li>Cost limits (outlier detection)</li> </ul>                                                                                                                                          | <ul style="list-style-type: none"> <li>Cost transparency</li> <li>Cost/hour analysis &amp; trends</li> <li>Service &amp; maintenance overview</li> <li>Track cost outliers</li> </ul>                                                                                        |
| <b>Safety Bundle</b>                   | <ul style="list-style-type: none"> <li>Transponder ID data</li> <li>Authorisation data (licence ID/validity/vehicle type)</li> <li>Usage times</li> <li>Pre-Op Check results (including time, vehicle, driver, inspection metadata)</li> <li>Shock data (time, impact, driver)</li> <li>Vehicle reaction settings</li> <li>Aggregated location analytics (with Finance)</li> </ul> | <ul style="list-style-type: none"> <li>Improve safety (shocks, checks)</li> <li>Prevent unauthorised use</li> <li>Monitor utilisation &amp; misuse</li> <li>Support inspections &amp; defect detection</li> <li>Cross-location fleet analytics (where applicable)</li> </ul> |
| <b>Safety &amp; Performance Bundle</b> | <ul style="list-style-type: none"> <li>Same as Safety Bundle</li> <li>Parallel and peak utilization</li> </ul>                                                                                                                                                                                                                                                                     | <ul style="list-style-type: none"> <li>Fleet utilisation overview</li> <li>Capacity analysis (parallel/peak load)</li> </ul>                                                                                                                                                 |
| <b>Energy Bundle</b>                   | <ul style="list-style-type: none"> <li>State of charge (electric trucks)</li> <li>Battery usage patterns</li> <li>Driver link (if access management enabled)</li> </ul>                                                                                                                                                                                                            | <ul style="list-style-type: none"> <li>Energy insights</li> <li>Improve efficiency &amp; battery life</li> <li>Optional driver association</li> </ul>                                                                                                                        |
| <b>Jungheinrich FMS API</b>            | <ul style="list-style-type: none"> <li>Vehicle inventory data</li> <li>Operating costs/hours</li> <li>Shock management</li> <li>Employee/access management data</li> </ul>                                                                                                                                                                                                         | <ul style="list-style-type: none"> <li>Data exchange between Jungheinrich FMS platform and customer's IT system</li> </ul>                                                                                                                                                   |

## 2. CATEGORIES OF PERSONAL INFORMATION

The following categories of Personal Information are processed for the provision of the fleet management solutions selected by the Customer in the Main Contract:

| Categories of Personal Information | Jungheinrich FMS |                |               |                             |               |
|------------------------------------|------------------|----------------|---------------|-----------------------------|---------------|
|                                    | Starter Bundle   | Finance Bundle | Safety Bundle | Safety & Performance Bundle | Energy Bundle |
| Basic personal information         | x                | x              | x             | x                           | x             |
| Communication data                 | x                | x              | x             | x                           | x             |
| Log data                           | x                | x              | x             | x                           | x             |
| Vehicle user data                  |                  |                | x             | x                           |               |
| Vehicle data                       |                  |                | x             | x                           |               |

The above-mentioned data categories generally include the following data, which can be provided by the Customer and processed by Jungheinrich for the provision of services:

- Basic personal information (e.g. first name, middle initial, last name, signature, personnel number)
- Communication data (e.g. login email address, address, telephone number, API key)
- Log data (e.g. logging of logon and logoff times that have occurred, as well as logging of capture and modification times, IP address, configuration changes in the management portal, date and time of logon and logoff of a driver to a specific vehicle including the final state of the vehicle, multi-login)
- Vehicle user data (e.g. first name, last name, transponder ID, vehicle licence class, driving licence number, expiry date, driver experience level, logon information, access ID, PIN, external ID, authorisation, licence expiry date, group assignment, driving times, shock messages of the vehicle they operate)
- Vehicle data (e.g. vehicle ID, vehicle segment, speed, lifting events (lifting and lowering), battery level, vehicle type, deployments, shocks, total number of shocks during deployment, driver checklists completed, departure check result on vehicle condition)

## 3. CATEGORIES OF DATA SUBJECTS

For the provision of the fleet management solutions specified by the Customer in the Main Contract, Personal Information of the following categories of Data Subjects are processed:

| Categories of Data Subjects    | Jungheinrich FMS |                |               |                             |               |
|--------------------------------|------------------|----------------|---------------|-----------------------------|---------------|
|                                | Starter Bundle   | Finance Bundle | Safety Bundle | Safety & Performance Bundle | Energy Bundle |
| Users                          | x                | x              | x             | x                           | x             |
| Drivers                        |                  |                | x             | x                           |               |
| Signatories of service reports |                  | x              |               |                             |               |

## 4. REGULAR STORAGE PERIOD

Jungheinrich will store the Personal Information processed in the context of the provision of the fleet management solutions specified by the Customer in the Main Contract only for as long as is necessary for the purposes for which it is processed and in a form which permits identification of Data Subjects, unless storage beyond this period is necessary for compliance with a legal obligation to which Jungheinrich is subject or for the establishment, exercise or defence of legal claims.

The regular storage periods for Personal Information are described below:

Table with regular storage period of Personal Information within the Jungheinrich FMS

| Customer data                                                                                           | Storage period                                                                                               | Bundles concerned                          |
|---------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| Name of the logged-in user in audit logs                                                                | 18 months                                                                                                    | All available bundles                      |
| Names of drivers and transponder IDs in access management                                               | Until the end of the contract or expiry of the licence or until manual deletion by the Customer              | Safety Bundle, Safety & Performance Bundle |
| Names of drivers and transponder IDs in deployment reports, pre-op check, quick check and shock reports | 6 months                                                                                                     | Safety Bundle, Safety & Performance Bundle |
| Name and signature of the signatories in the service reports (PDF files)                                | Maximum 2 years and 36 days. PDF files are available from 1 January of the previous year to the current day. | Finance Bundle                             |

Optional if there is a contractual Agreement on the use of the FMS API (interface):

| Customer data                                                                  | Storage period                                         | Justification of a storage period over 5 years     | Affected API categories      |
|--------------------------------------------------------------------------------|--------------------------------------------------------|----------------------------------------------------|------------------------------|
| FMS API basic data: Customer, location, equipment, tags (attributes), licenses | Until the end of the contract or expiry of the licence | Necessary for the provision of the interface / API | All available API categories |
| API key management (incl. audit logs)                                          | Until the licence expires                              | Necessary for the provision of the interface / API | All available API categories |

## Appendix 2 - Technical and organisational measures

Jungheinrich has taken the following technical and organisational measures ("TOMs") to ensure a level of protection appropriate to the risk to the rights and freedoms of natural persons. Jungheinrich regularly reviews, assesses and evaluates the effectiveness of the TOMs to ensure the security of the Processing and adapts the TOMs as necessary to ensure a consistently high level of protection.

Technical and organisational measures for Jungheinrich Fleet Management Solutions

- Access controls: measures to prevent unauthorised access to systems and Personal Information, including user authentication, role-based access, and access management procedures
- Data security measures: including encryption or pseudonymisation where appropriate, secure transmission, and logical separation of data
- Monitoring and logging: measures to record and monitor system access, data processing activities, and security incidents
- Integrity controls: measures to protect Personal Information from unauthorised alteration or deletion, including input controls and audit trails
- Availability and resilience: measures to ensure availability of systems and data, including backups, disaster recovery, redundancy, and incident response processes
- Organisational measures: including internal policies, staff training, confidentiality obligations, and limitation of access to authorised personnel on a need-to-know basis

Jungheinrich shall regularly review, assess, and update the TOMs to maintain an appropriate level of protection and shall not materially reduce the overall level of security during the term of this Agreement.

### Appendix 3 - Sub-recipients

For the Processing of Personal Information on behalf of the Customer, Jungheinrich utilises the services of third parties who process Personal Information on its behalf ("Sub-recipients"). These can be found in the following overview.

#### Sub-recipients for Jungheinrich Fleet Management Solutions

| Sub-recipient<br>(Name, legal form, registered office of the company)                                                  | Type of service provided                                                                                                                                                    | Processing location<br>(Location of data Processing or location of data access)                                                                                                         |
|------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Jungheinrich AG Information Technology<br>Friedrich Ebert Damm 129, 22047<br>Hamburg, Germany                          | <ul style="list-style-type: none"> <li>Service Hosting</li> </ul>                                                                                                           | Server locations: <ul style="list-style-type: none"> <li>Hamburg, Germany (Jungheinrich AG IT)</li> <li>Frankfurt, Germany (Equinix Germany GmbH)</li> </ul>                            |
| Jungheinrich Digital Solutions AG & Co.KG<br>Sachsenstr. 20, 20097 Hamburg, Germany                                    | <ul style="list-style-type: none"> <li>Development</li> <li>Maintenance &amp; Support</li> <li>IT Administration</li> </ul>                                                 |                                                                                                                                                                                         |
| Jungheinrich Digital Solutions S.L.<br>Calle Gran Via n° 30 - Planta 7, 28013<br>Madrid, Spain                         | <ul style="list-style-type: none"> <li>Development</li> <li>Maintenance &amp; Support</li> <li>IT Administration</li> </ul>                                                 |                                                                                                                                                                                         |
| Jungheinrich Business Services Romania S.R.L.<br>Brasov, Saturn Blvd. No. 51, 5th floor, 105440 Brasov county, Romania | <ul style="list-style-type: none"> <li>IT Administration</li> <li>Support</li> </ul>                                                                                        |                                                                                                                                                                                         |
| Jungheinrich Business Services Croatia d.o.o.<br>Slavonska avenija 1C<br>10000 Zagreb, Croatia                         | <ul style="list-style-type: none"> <li>Development</li> <li>Maintenance &amp; Support</li> <li>IT Administration</li> </ul>                                                 |                                                                                                                                                                                         |
| Jungheinrich Svenska AB<br>Starrvägen 16<br>232 61 Arlöv, Sweden                                                       | <ul style="list-style-type: none"> <li>Development</li> <li>Maintenance &amp; Support</li> <li>IT Administration</li> </ul>                                                 |                                                                                                                                                                                         |
| Amazon Web Services EMEA SARL<br>38 avenue John F. Kennedy, L-1855<br>Luxembourg                                       | <ul style="list-style-type: none"> <li>Service Hosting</li> </ul>                                                                                                           | Server locations: <ul style="list-style-type: none"> <li>Frankfurt, Germany</li> <li>Dublin, Ireland</li> <li>Paris, France</li> <li>Stockholm, Sweden</li> <li>Milan, Italy</li> </ul> |
| Splunk Services Germany GmbH<br>Salvatorplatz 3, 80333 Munich, Germany                                                 | <ul style="list-style-type: none"> <li>Storage and Processing of log data</li> </ul>                                                                                        | Server location: <ul style="list-style-type: none"> <li>Frankfurt, Germany</li> </ul>                                                                                                   |
| Microsoft Ireland Operations Limited<br>One Microsoft Place, South County Business Park, Leopardstown, Dublin, Ireland | <ul style="list-style-type: none"> <li>Service hosting (provision of integrated services, in particular for access control and for data analysis and evaluation)</li> </ul> | Server locations: <ul style="list-style-type: none"> <li>West Central Europe (Germany)</li> <li>West Europe (Netherlands)</li> <li>North Europe (Ireland)</li> </ul>                    |
| Device Insight GmbH<br>Willy-Brandt-Platz 6, 81829 Munich, Germany                                                     | <ul style="list-style-type: none"> <li>IoT service (provision of IoT interface)</li> </ul>                                                                                  |                                                                                                                                                                                         |
| ClickHouse, Inc.<br>650 Castro St., Suite 120 #92426, Mountain View CA 94041, USA                                      | <ul style="list-style-type: none"> <li>Cloud-based data analysis and evaluation</li> </ul>                                                                                  | Server location: <ul style="list-style-type: none"> <li>Frankfurt, Germany</li> </ul>                                                                                                   |

*\*This list of Sub-recipients may be updated from time to time. The Customer is advised to contact Jungheinrich to obtain the most current version.*