

## UD TRUCKS DATA MANAGEMENT AGREEMENT

between

<p>UD Trucks Corporation Registration Number: 0300-01-043599 1-1, Ageo-shi, Saitama 362-8523, Japan</p> <p style="text-align: right;">("UD")</p>	and	<p>Customer name (legal entity): Registration Number: Address:  Phone: Fax: Email:</p> <p style="text-align: right;">("Customer")</p>
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In consideration for UD providing the Customer with any Information Systems (as defined below), UD and the Customer (together, the "**Parties**") agree as follows:

### 1. PURPOSES OF THIS AGREEMENT

The purposes of this Data Management Agreement (the "**Agreement**") are the following:

- a. to set out the terms and conditions on which UD and/or the subsidiaries of UD (**UD Group**) collects, stores, uses, shares and otherwise processes data from Information Systems (as defined below);
- b. to put in place appropriate contractual provisions to govern UD Group's processing of "**Personal Information**" (being 'personal information' as defined in the *Privacy Act 1988* (Cth) or 'personal data' as defined in Article 28 of the EU General Data Protection Regulation 2016/679 (the "**GDPR**")) in connection with the Information Systems on behalf of the Customer; and
- c. to set out the terms and conditions applicable to the provision, and termination, of services to the Customer in relation to any UD Group vehicle, which involve the processing of information from Information Systems (as defined below).

### 2. INFORMATION SYSTEMS

The Customer is aware that UD vehicles manufactured, supplied or marketed by a company within the UD Group are equipped with one or more systems which may gather and store information about the vehicle (the "**Information Systems**"), including but not limited to information relating to vehicle condition and performance and information relating to the operation of the vehicle (together, the "**Vehicle Data**"). The Customer agrees not to interfere with the operation of the Information Systems in any way.

Notwithstanding any termination or expiry of this Agreement, the Customer acknowledges and agrees that UD Group may: (i) access the Information Systems at any time (including remote access); (ii) gather the Vehicle Data; (iii) store the Vehicle Data on UD Group systems, including those located in Singapore, India, Ireland, and Sweden; (iv) use the Vehicle Data in order to provide services to the Customer, as well as for its own internal and other reasonable business purposes; (v) use the Information Systems and Vehicle Data to record, observe, and track the location of UD Group vehicles; and (vi) share the Vehicle Data within the UD Group and with selected third parties.

The Customer shall ensure that any driver or any other individual authorised by the Customer to operate the vehicle acknowledges and agrees that: (i) Personal Information relating to them may be gathered, stored, used, shared or otherwise processed by UD Group in accordance with this DMA; (ii) the Customer and/or UD Group may use the Information Systems and Vehicle Data to record, observe, and track the location of such driver or other individual; and (iii) is referred to or provided with a copy of the applicable UD Group privacy notice (available at <https://www.udtrucks.com/privacy-policy>).

The Customer agrees to notify UD in writing if it sells or otherwise transfers ownership of the vehicle to a third party.

3. **DATA PROTECTION AND PROCESSING**

During the course of collecting and processing Vehicle Data, either directly or through its authorised dealers, as well as during the course of UD Group, any of its authorised business partners or any third party providing services, such as repair, maintenance or other services (whether or not under warranty), UD Group may process Personal Information, on behalf of the Customer, its affiliates or agents. With respect to any such processing, the Parties agree that: (a) the Customer will determine the purposes and means of the processing of that Personal Information under its privacy policy as a "controller"; and (b) UD Group will process Personal Information relating to those data subjects on behalf of the Customer as a "processor". Appendix 1 of this Agreement (*Provisions Regarding the Processing of Personal Information*) sets out the terms and conditions applicable to such processing of Personal Information and shall apply whenever UD is processing Personal Information on behalf of the Customer.

The Customer undertakes to comply with applicable data protection laws, including the *Privacy Act 1988* (Cth), GDPR and similar laws in other jurisdictions. Without limiting the foregoing, the Customer warrants that it has obtained all consents from data subjects necessary to enable UD Group to process Personal Information (including location data) on behalf of Customer as contemplated by this Data Management Agreement. To the extent permitted by law, the Customer shall hold UD Group, its representatives and agents, and any third parties acting on behalf of UD Group, indemnified against any loss arising directly or indirectly from the Customer's failure to comply with applicable data protection laws.

4. **SERVICE TERMS AND CONDITIONS**

If the Customer wishes to purchase Dynafleet or other information services provided through the Information Systems (the "**Information Services**") for UD vehicles, then the Customer must enter into separate terms and conditions for such Information Services with Volvo Truck Corporation.

The Customer shall not distribute, retransfer, copy, publish, modify, enhance, reverse engineer, decompile or otherwise alter the Information Systems. The Customer acknowledges that it may not assign, sell, resell, bargain, convey, transfer, pledge, lease or grant any right to use the Information Systems to any third party.

The right of the Customer to use the Information Systems is subject to the technical and regulatory availability of the Information Systems. The technical availability of the Information Systems depends on availability of network and satellite coverage and may be disrupted due to local barriers (including but not limited to bridges, buildings and other physical barriers), atmospheric or topographic conditions and technical limitations (including but not limited to inbuilt errors of any GPS system).

UD Group disclaims any guarantee or liability for the security of the mobile telecommunications, wireless or other network used for the transmission of Vehicle Data and other information.

The Information Systems may not be available due to maintenance work. Details of planned maintenance work will be communicated to the Customer. UD will seek to minimise disruption of the Information Systems' availability.

The Customer shall at all times comply with UD Group's user guidelines and manuals in respect of each vehicle.

The Customer acknowledges that the Information Systems may not be available in all countries.

UD Group may use the Information Systems to locate a registered vehicle, if any UD Group entity reasonably believes that the vehicle is not operated by Customer as lawful owner or otherwise in compliance with applicable law or the terms and conditions of this Agreement or any other agreement between the Customer and any UD Group entity.

5. **DEACTIVATION OF THE INFORMATION SYSTEMS**

Upon the written request of the Customer, UD shall deactivate its remote access to the Information Systems with respect to any nominated vehicle, by reference to the vehicle identification number ("VIN"), at the Customer's expense and without undue delay ("**Vehicle Deactivation**"). To the extent that Vehicle Deactivation must be carried out by a UD-authorized workshop, the Customer shall be responsible for delivering the nominated vehicle(s) to any such workshop for deactivation.

For the avoidance of doubt, Vehicle Deactivation shall not prevent (i) remote access to the Information Systems if required by applicable law; or (ii) access to the Information Systems through a plug-in device, including but not limited to TechTool, for the purposes of repair and maintenance or warranty work; or (iii) if required by applicable law.

Upon the written request of the Customer, UD shall reactivate its remote access to the Information Systems with respect to any nominated vehicle, by reference to the VIN at the Customer's expense ("**Vehicle Reactivation**"). Unless UD is able to carry out Vehicle Reactivation remotely, any Vehicle Reactivation must be carried out by a UD-authorized workshop and the Customer shall be responsible for delivering the nominated vehicle(s) to any such workshop for reactivation.

6. **LIMITATIONS OF LIABILITY**

UD Group's total maximum liability under this Agreement for all claims arising in a calendar quarter (whether in contract, tort, negligence, statute, restitution, or otherwise) shall not exceed the total amount of one thousand US dollars (USD 1,000).

UD Group shall not be liable (whether in contract, tort, negligence, statute or otherwise) for any loss of profit, loss of business, wasted management time, loss of or corruption of data, or costs of data reconstruction or recovery, whether such loss arises directly or indirectly and whether any UD Group entity was aware of its possibility or not, or for any loss or damage that does not arise naturally and according to the usual course of things as a result of a breach of this Agreement or other event giving rise to the loss or damage.

UD Group shall not be liable for any loss or damage of any kind whatsoever caused or contributed to by acts or omissions of the Customer, including, but not limited to, the Customer's failure to comply with any data protection laws.

UD Group shall not be liable for any loss or damage of any kind whatsoever caused or contributed to by an event or circumstance outside of UD's reasonable control, including any act or omission of third parties, or any failure or downtime of the public communications systems on which the provision of the Information Systems may be dependent.

The Customer understands and agrees that: (i) it has no contractual relationship with the underlying carrier of mobile and wireless services used for the transmission of data and information, (ii) it is not a third party beneficiary of any agreement between UD or any UD Group entity and the underlying carrier, (iii) the underlying carrier has no liability of any kind to Customer whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, (iv) messages and any other information or data may be delayed, deleted or not delivered, and (v) the underlying carrier cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the Information Systems.

7. **WARRANTIES**

The Customer warrants to UD that it has, and will have at all times during the term of this Agreement, all necessary consents, permissions, licences and authorisations to ensure that the Customer uses the Information Systems in full compliance with all applicable laws and regulations.

UD Group hereby excludes, to the fullest extent permissible in law, all conditions, warranties guarantees and stipulations, express (other than those set out in this Agreement) or implied, statutory, customary or otherwise which, but for such exclusion,

would or might subsist in favour of Customer. If any such condition, warranty, guarantee or stipulation cannot be excluded at law then, to the fullest extent permissible in law, UD's liability for breach of such condition, warranty, guarantee or stipulation if limited (at UD's option) in the case of: (a) goods, to the repair or replacement of the goods, the supply of equivalent goods, or payment of the cost of the same; and (b) services, to the resupply of the service or payment of the cost of the same.

## 8. **GENERAL**

By signing this Agreement or by accessing or otherwise using the Information Systems, the Customer acknowledges that it: (a) has read and understood the Agreement; (b) has all necessary authorisations to enable it to enter into the Agreement (including where it is entering into the Agreement on behalf of other group entities) and to enable the UD Group to undertake the activities foreseen in the Agreement; and (c) agrees to be bound by its terms and conditions, as amended from time to time.

UD may vary or amend the terms and conditions of this Agreement by publishing a new version at: <https://www.udtrucks.com/australia/service-parts/telematics>. The Customer shall be deemed to have accepted the new terms if it has continued to use the Information Systems for three (3) months after such new terms have been published.

The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement except for terms relating to data processing and management will be governed by and construed in accordance with the laws of Singapore, and the terms of this Agreement relating to the data processing and management will be governed by and construed in accordance with the laws of Japan, respectively without regard to the principles of conflict of laws or choice of law, and to the exclusion of the UNCISG-rules.

Any disagreement, dispute, controversy or claim arising out of or relating to this Agreement or the interpretation hereof or any arrangements relating hereto or contemplated herein or the breach, termination or invalidity hereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force which rules are deemed to be incorporated herein by reference. The arbitral panel shall consist of one arbitrator to be appointed by the President of the Court of Arbitration of the SIAC. The language of the arbitration shall be in English and the place for the arbitration shall be Singapore.

Any decision or award of the arbitral panel shall be final and binding upon the parties to the arbitration proceeding. The parties hereby waive, to the extent permitted by any applicable legislation, any rights to appeal or to review of such award by any court or tribunal. The parties agree that the arbitral award may be enforced against the parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof. For the purposes of this Agreement only, each party hereby waives irrevocably any immunity from jurisdiction to which it (or any of its assets) might otherwise be entitled in any action for enforcement of (or a judgment upon) the arbitral award instituted by the relevant party before any court having jurisdiction thereof.

If any condition or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from this Agreement and will be ineffective, without, as far as is possible, modifying any other provision or part of this Agreement and this will not affect any other provisions of this Agreement which will remain in full force and effect.

UD enters into each provision of this Agreement that is expressed for the benefit of UD and other UD Group entities on UD's own account and on trust for such other UD Group entities.

UD shall have the right to transfer this Agreement at any time to any UD Group entity. The Customer shall approve such assumption of contract and shall release UD from this Agreement without any further claims.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT (OR ANY AMENDMENT OF THIS AGREEMENT), YOU MUST NOT SIGN THIS DOCUMENT, OR DOWNLOAD, ACCESS, INSTALL OR OTHERWISE USE ANY OF THE INFORMATION SYSTEMS.

<p>Customer:</p> <p>Date, place:</p> <p>_____ (sign)</p> <p>Name:</p> <p>Title:</p>	<p>UD</p>
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## APPENDIX 1

### PROVISIONS REGARDING THE PROCESSING OF PERSONAL INFORMATION

#### PART A

#### GENERAL PROVISIONS RELATING TO UD'S PROCESSING OF PERSONAL INFORMATION

##### 1. UD AS A PROCESSOR

##### 1.1 For the purposes of this Appendix 1 (*Provisions Regarding the Processing of Personal Information*) :

"Controller" means the entity which determines the purposes and means of the processing of Personal Information;

"Data Subject" means an individual to whom Personal Information relates;

"Personal Information" means 'personal information' as defined in the *Privacy Act 1988* (Cth) and 'personal data' as defined in the GDPR;

"Personal Information Breach" means the loss, unauthorized access, modification or disclosure, of Personal Information in connection with this Agreement that may be notifiable under the *Privacy Act 1988* (Cth) or GDPR;

"Processor" means the entity which processes Personal Information on behalf of the Controller; and

"Supervisory Authority" means the Office of the Australian Information Commissioner and equivalent supervisory authorities of other jurisdictions.

##### 1.2 Part B of this Appendix 1 (*Provisions Regarding the Processing of Personal Information*) sets out a description of the Personal Information processed by UD under this Agreement, including as required by Article 28(3) of the GDPR. For the avoidance of doubt, Part B does not create any obligation or rights for any party to this Agreement.

##### 1.3 The Parties agree that, when UD is processing Personal Information on behalf of the Customer in the course of providing Information Systems to the Customer, the Customer shall be the Controller and UD shall be the Processor of such Personal Information and that the following provisions shall apply in such circumstances.

- (a) UD shall only process Personal Information in accordance with the Customer's documented instructions in this Agreement, unless otherwise required by applicable law to which UD Group is subject, in which case UD will inform the Customer of that legal requirement before such processing, unless the relevant applicable law prohibits such information. UD shall immediately inform the Customer if it believes that compliance with any instruction received would breach applicable data protection legislation.
- (b) Beyond the automated service provision, individual documented instructions of the Customer are permitted only in exceptional cases and only in accordance with the terms of this Agreement.
- (c) Customer may contact UD to request to correct, delete or block Personal Information. The Customer further acknowledges and agrees that UD may also act as Controller with respect to the Personal Information (including when collected under UD's privacy policy: <https://www.udtrucks.com/privacy-policy>) and in such circumstances may therefore retain any such Personal Information in its capacity as Controller notwithstanding any request from the Customer to delete Personal Information held by UD in its capacity as a Processor.
- (d) The Customer authorizes UD to engage other Processors, including any member of the UD Group, for carrying out specific processing activities on behalf of the

Customer (each a "**Subprocessor**"), provided that UD shall ensure that it has appropriate data protection provisions in place with each Subprocessor, including to satisfy the requirements of Article 28(3) GDPR. UD shall promptly notify the Customer in a reasonable manner, including but not limited to publishing an updated list of Subprocessors on a Web site, in the event of intended changes to its Subprocessors and allow the Customer the opportunity to object to such change. The Customer acknowledges that in some cases, should the Customer object to such change, this may mean that UD is unable to provide some or all Information Systems or collection and processing of Vehicle Data from the Information Systems.

- (e) The Customer hereby appoints UD as its attorney solely for the purpose of, if applicable and determined as required by UD, entering into the Standard Contractual Clauses (processors) set out in Decision 2010/87/EC ("**Standard Contractual Clauses**"), or any other agreement with any sub-processor required by law for the processing of Personal Information, on behalf of the Customer and with any sub-processors located outside of the European Economic Area in order to facilitate the transfer of Personal Data in compliance with the GDPR or other applicable data protection law and further the Customer acknowledges that any such sub-processor may enter into a sub-processor agreement with subsequent sub-processors.
- (f) The Customer agrees that UD may transfer Personal Information to any country, including any country located outside of Australia, including Singapore, India, Ireland, and Sweden. In such circumstances, the Parties shall take such further measures as are required to ensure that such transfers are in accordance with applicable data protection law, which may include entering into Standard Contractual Clauses.
- (g) Nothing in the Agreement shall prevent or limit UD Group's ability to process Personal Information as Controller, even in respect of Personal Information which UD Group may be processing on behalf of the Customer as Processor.

## 2. **FURTHER DUTIES OF CUSTOMER**

- 2.1 The Customer remains legally responsible for the assessment of the lawfulness of the collection, processing and use of Personal Information, as well as for the safeguarding of the rights of affected third parties and with regard to claims asserted by such third parties and the Customer shall ensure that any Personal Information stored in the Information Systems is lawfully processed.
- 2.2 The Customer shall immediately inform UD and provide UD with appropriate instructions if it has determined that there are errors or irregularities in UD's processing of Personal Information under this Agreement.

## 3. **FURTHER DUTIES OF UD**

- 3.1 UD shall inform the Customer without undue delay, and, where feasible, not later than 72 hours after having become aware of it, if there has been a Personal Information Breach affecting the Personal Information processed by UD on behalf of the Customer in accordance with this Agreement.
- 3.2 UD shall ensure that all personnel (including personnel of UD's Subprocessors involved in processing Personal Information in connection with this Agreement) are subject to an appropriate obligation of confidentiality.
- 3.3 Taking into account the nature of the processing, UD shall, to the extent possible and allowed under applicable laws, assist the Customer by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligations as a Controller to respond to requests for exercising data subject rights under applicable data protection laws.

- 3.4 UD shall co-operate with the Customer and take such reasonable commercial steps as are directed by the Customer (at the Customer's expense) to assist in the investigation, mitigation and remediation of each Personal Information Breach, including with respect to any notifications to a relevant Supervisory Authority or Data Subjects. Where any Personal Information Breach is notifiable under applicable data protection laws, the Customer must not mention any UD Group entity in any subsequent notification or other public statement (including to any Supervisory Authority) without UD's prior written consent as to the form and content of the notification or public statement.
- 3.5 UD shall, at the expense of the Customer, provide such reasonable assistance as maybe reasonably requested by the Customer with respect to any data protection impact assessments, and prior consultations with Supervisory Authorities which the Customer reasonably considers to be required (including by Article 35 or 36 of the GDPR), in each case solely in relation to processing of Personal Information in connection with this Agreement and taking into account the nature of the processing and information available to UD.
- 3.6 Customer may, no more than once per calendar year upon at least thirty (30) day's prior written notice, conduct an audit or appoint an independent third party auditor (provided that the Customer or such independent third party auditor is bound by a confidentiality undertaking agreed by UD) to conduct, during UD's normal working hours, an audit to assess UD's compliance with this Appendix 1 (*Provisions Regarding the Processing of Personal Information*). The costs of any audit performed under this Paragraph 3.6 shall be borne by the Customer. The audit shall be restricted in scope, manner and duration to that which is reasonably necessary to achieve its purpose and may not unnecessarily disrupt UD operations.
- 3.7 UD will not disclose any Personal Information which it is processing as a Processor on behalf of the Customer following information requests by third parties without prior consent from the Customer, unless UD is required to do so by law or order by a court or competent authority.
- 3.8 UD shall promptly upon termination or expiry of this Agreement or otherwise on request by Customer, return to Customer or delete all Personal Information, including any copies thereof, on any media in its power, possession or control, except to the extent that UD is required by applicable law to retain such Personal Information or UD Group otherwise holds such Personal Information in its capacity as a Controller. To avoid any misunderstanding, Customer acknowledges and agrees that the Personal Information, in part or whole, may become unavailable after certain years of retention by UD Group. Customer specifically acknowledges and agrees that UD Group may not be able to return any Personal Information that have been processed by UD Group five (5) or more years prior to the date of written request from Customer.

4. **DATA SECURITY**

UD shall ensure sufficient data security by means of appropriate technical and organizational measures to protect the Personal Information that is processed on behalf of the Customer, and UD agrees that such measures shall comply with the requirements of the applicable law. The technical and organizational measures to ensure data security may be modified by UD according to technical progress and development, provided that this does not result in a lower security level.



## **PART B DETAILS OF PROCESSING OF PERSONAL INFORMATION**

This Part B to Appendix 1 includes certain details relating to the Processing of Personal Information, including as required by Article 28(3) of the GDPR.

### ***Subject matter and duration of the Processing of the Personal Information***

The subject matter and duration of the Processing of Personal Information are as set out in the Agreement.

### ***The nature and purpose of the Processing of the Personal Information***

The nature and purpose of the Processing of Personal Information are as set out in the Agreement.

### ***The categories of Data Subject to whom the Personal Information relates***

- Employees and contractors of the Customer
- Drivers and other individuals authorized by the Customer.

### ***The types of Personal Information to be Processed***

To the extent considered 'personal information' in accordance with the *Privacy Act 1988* (Cth) or 'personal data' in accordance with the GDPR, the following types of personal information and personal data may be processed under this Agreement (as amended or updated from time to time by the UD Group Privacy Notices available at <https://www.udtrucks.com/privacy-policy>):

- Vehicle Usage data : position, odometer, speed, total engine time, fuel consumption;
- Uptime data : fault codes; and
- Vehicle Health data : maximum accumulated sulfur poisoning, soot load percent.

### ***The obligations and rights of the Customer***

The obligations and rights of the Customer are as set out in the Agreement.