

Disclosure on data access and use

This document provides essential information regarding the data generated through your use of Charge4go AB, organization number 559239-8266 operating under the brand name 'Northe' ("**Northe Fleet**" and "**Northe Property**") and your rights under Regulation (EU) 2023/2854 (the "**Data Act**").

1. Data Generation and Types

When you use Northe's services, including the Northe Platform (Mobile App and Fleet Charging Management Portal) and connected Charge Boxes, data is generated concerning the performance, use, and environment of the service ("**Service Data**"). This data is essential for the operation and management of your fleet's charging activities.

- a) **How Data is Generated:** Service Data is generated when an End-User initiates and completes a Charging Session via the Mobile App or a Charge Key, when an Administrator manages the Fleet Account, and when a connected Charge Box communicates with the Northe Platform.
- b) **Data Formats:** Service Data may include alphanumeric strings, timestamps, JSON objects, and key-value pairs.
- c) **Data Categories:** The data generated includes:
 - i. **Operational Data:** Charging Session start/stop times, duration, energy consumed (kWh), charging location, and associated Charging Fees
 - ii. **Usage Data:** Session authentication details (e.g., Charge Key ID, app user ID), Billing Account information, and user interactions with the Northe Platform
 - iii. **Reimbursement Data (for Northe Property):** For eligible sessions, this includes data required to process reimbursements, such as the price per kWh set by the End-User and bank details provided to Northe's payment partner
 - iv. **Device and Diagnostic Data (for Northe Property):** Data from connected Charge Boxes, such as connectivity status and session-related error codes, to ensure proper function within the Northe ecosystem
 - v. **Mileage Reporting Data:** For customers using the Mileage Reporting service, the installed Device generates data to create a driving journal. This includes:

- o **Positioning Data:** GPS coordinates, map positioning, and location data for trip registration
- o **Trip Data:** Start/end times, duration, and distance of trips
- o **Device Status Data:** Information regarding the functionality and connectivity of the Mileage Reporting Device.

- d) **Data Storage:** Service Data is transmitted securely to Northe's backend servers for processing partly for long-term, partly for short-term storage.

2. Purpose of Data Use and Retention

Northe uses Service Data for the following purposes:

- a) **Specific Purposes for Use:**
 - i. **Service Provision:** To initiate, manage, and bill for Charging Sessions; to manage Fleet Accounts and Billing Accounts; to process reimbursements for End-Users via Northe Property; and to display real-time and historical session data to Administrators and End-Users.
 - ii. **Service Maintenance & Improvement:** To diagnose and resolve technical issues with the Platform, and to analyze aggregated, anonymized data to improve the reliability and features of our services.
 - iii. **Safety & Security:** To monitor for anomalies that could indicate fraudulent use or a security risk to the Platform.
- b) **Data Retention:** We retain data only for as long as necessary to fulfill these purposes. Further, session-specific data is retained for the period required by financial and tax regulations. Other data is retained for the duration of the Agreement to ensure service delivery and support.
- c) **Use of derived data:** For clarity, we aggregate and derive further information from and on the basis of the above-described Product Data, which we may use for other purposes. Regardless, we will always ensure confidentiality, privacy and other legal requirements are respected with respect to use of the derived data.

3. Your Right to Access, Retrieve, and Erase Your Data

As the Customer, you have the right to access the data generated by your Fleet Account.

- a) **How to Access:** You can request a copy of your Product Data by contacting your direct contact person at Northe or alternatively by contacting us via e-mail: data.act@virta.global
- b) **Data Quality and Format:** The data will be provided in a structured, commonly used, and machine-readable format.
- c) **Erasure:** Please note that upon termination of the Agreement, Virta may delete or anonymize Product Data. The erasure of certain operational data may be subject to legal retention obligations and may limit our ability to provide certain services.

4. Your Right to Share Data with Third Parties

You have the right to instruct Northe to share your Product Data with a third-party service provider of your choice (a "Data Recipient").

In order to authorize the sharing of your Product Data with a third party, reach out to Virta via e-mail: data.act@virta.global

5. You as a data holder

If you are a data holder as defined in Article 2(13) Data Act and you make data available to Virta, you hereby warrant that you are legally entitled to provide such data to Virta in accordance with your obligations under the Data Act, including but not limited to Article 4 and Article 5 thereof.

6. Terms and Compensation for Data Sharing

Your access to data is free of charge. When you instruct us to share data with a third-party business, any compensation requested from a third-party Data Recipient will be fair, reasonable and non-discriminatory. It will be based solely on the costs directly incurred by Virta in making the data available (e.g., costs for formatting and transmission via a dedicated API) and may include a reasonable margin.

7. Protection of trade secrets and general data protection

Northe is committed to protecting its legitimate trade secrets, such as proprietary algorithms related to its platform, while respecting your right to data access.

- a) **Identification:** Data that constitutes a trade secret will be clearly identified as such in the metadata.
- b) **Confidentiality Agreements:** Before disclosing data identified as a trade secret to a third party, Northe will require the third party to agree to necessary and proportionate measures to preserve its confidentiality
- c) **Refusal to Disclose:** In exceptional circumstances where disclosure of a trade secret is highly likely to cause serious economic damage despite safeguards, Northe may refuse the request for that specific data point.

For the avoidance of doubt, to the extent the data described above includes personal data, nothing said in this document will limit or change Virta's commitment to and obligations under the EU General Data Protection Regulation.

8. Support and Contact Information

For questions the Customer may contact Northe's data management team at:

Email: data.act@virta.global

Customer's right to Switch to another Data Processing Service Provider

This document outlines the Customer's rights and Northe's obligations as a data processing service according to Art. 2 Nr. 8 Data Act ("Platform Provider") when the Customer chooses to switch from Northe's Platform to another Platform Provider, in accordance with Chapter VI of Regulation (EU) 2023/2854 ("Data Act").

1. Customer's Right to Switch to a different Platform Provider

The Customer has the right to another Platform Provider that offers services of the same type as those provided by Northe through extracting, transforming and uploading the Product Data ("Switching").

Scope of Right: The Customer may exercise this right, subject to any applicable notice periods agreed with Northe or provided by the Data Act.

2. Exportable Data Categories

When Switching, the Customer has the right to port data that the Customer has provided to Northe or data that has been generated through the Customer's use of Northe's services concerning its performance, use, and environment ("Product Data").

- a. **Input Data:** All data the Customer has directly provided, including:
 - i. User account information
 - ii. Payment and billing details
 - iii. Configuration settings
 - iv. Uploaded documents and files
- b. **Output Data:** All data generated through the Customer's use of Northe's services, including:
 - i. Charging session records
 - ii. Transaction histories and invoices
- c. **Metadata:** Relevant metadata to interpret and use the exported data effectively.

3. Data export and timeline

Northe will facilitate the secure and complete transfer of the Customer's Product Data to the Customer's designated new service provider.

- a. **How to Initiate:** The Customer can initiate the switching process by providing notice to Northe at data.act@virta.global. The Customer must provide Northe with a notice of at least two (2) months before the ending of Customer agreement's end initiating the Switching process or requesting data erasure. During this notice period, Northe will prepare for the transition and coordinate with the Customer to ensure continuity and security of services.
- b. **Data Format:** The Customer's Exportable Data will be provided in structured, commonly used, and machine-readable formats.
- c. **Timeline:** Northe will complete the data export process within 30 calendar days from the Customer's agreement's end date providing all necessary information to initiate the switch, including the details of the Customer's new service provider, is provided by the Customer. Following the completion of the transition period, Northe will enable the Customer to retrieve the exportable Product Data for an additional period of thirty (30) calendar days. After this retrieval period, Northe will be entitled to erase all exportable Product Data. If the Switching process cannot be completed within the transition period due to technical unfeasibility, Northe shall inform the Customer within fourteen (14) days of becoming aware, provide justification, and propose an alternative transition period not exceeding seven (7) months. The Customer may extend the transition period once for a period deemed more appropriate for its own needs.
- d. **Security:** The data transfer will be conducted using secure transmission methods.

4. Northe's assistance obligations

Northe is committed to providing reasonable assistance to both the Customer and Customer-authorized third parties to ensure an effective Switching process for the Customer as well as service continuity and security during the process.

Technical Support: Northe will provide technical assistance to facilitate the data transfer, including coordination and risk awareness with the Customer's new service provider where reasonably necessary.

Data Integrity: Northe will ensure that all exported data maintains its integrity and completeness during the transfer process.

5. Charges and Compensation

Switching Charges will be fair, reasonable, and non-discriminatory.

6. Protection of Trade Secrets

Northe is committed to protecting its legitimate trade secrets while respecting the Customer's right to data portability.

Data that constitutes a trade secret will be clearly identified as such in the metadata provided to the Customer.

7. Support and Contact Information

For questions about switching providers or to initiate the switching process, the Customer may contact Northe's data management team at:

Email: data.act@virta.global