

APPENDIX 1 – DATA PROCESSING AGREEMENT

1. Object

- 1.1. In connection with and for the purpose of the performance of the BePark Services under the Agreement, Personal Data shall be processed in accordance with the provisions of the present Data Processing Agreement (the “**DPA**”).
- 1.2. Processing of Personal Data is necessary for the performance of BePark obligations under the Agreement.
- 1.3. This DPA sets forth the exclusive terms and conditions pursuant to which Personal Data shall be processed in the framework of the Agreement.

2. Definitions

- 2.1. Capitalized words not defined in this article shall have the meaning set forth in Data Protection Legislation where relevant, or in the Agreement.
- 2.2. Capitalized words used in the Agreement shall exclusively have the following meaning:
 - 2.2.1. “**Contact Person(s)**” means the individual(s) assigned by a Party and communicated to the other Party as point of contact and representing the Party for (a part of) BePark Services.
 - 2.2.2. “**Data Controller**” means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the Processing of Personal Data. For the purposes of BePark Services, the Parties acknowledge and agree that the Customer is the Data Controller.
 - 2.2.3. “**Data Processor**” means a natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Data Controller. In the context of the Agreement, the Parties acknowledge and agree that BePark is the Data Processor.
 - 2.2.4. “**Data Protection Legislation**” means EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“General Data Protection Regulation” or “GDPR”) together with the codes of practice, codes of conduct, regulatory guidance and standard clauses and other related legislation resulting from such Regulation, as updated from time to time.
 - 2.2.5. “**Standard Contractual Clauses**” means the standard contractual clauses of which the European Commission on the basis of Article 26 (4) of Directive 95/46/EC decided that these offer sufficient safeguards for the transfers of Personal Data to a third country, or the data protection clauses adopted by the European Commission or by a supervisory authority and approved by the European Commission in accordance with the examination procedure referred to in Article 93(2) of the GDPR. In the event of any such data protection clauses adopted in accordance with the GDPR, such clauses shall prevail over any standard contractual clauses adopted on the basis of Directive 95/46/EC to the extent that they intend to cover the same kind of data transfer relationship.

3. Interpretation

- 3.1. This DPA forms an integral part of the Agreement. Unless otherwise agreed, the provisions of the Agreement therefore apply to this DPA.
- 3.2. In case of conflict between any provision in this DPA and any provision of another part of the Agreement, this DPA shall prevail.

4. Scope and Purpose

- 4.1. In connection with and for the purpose of the performance of BePark Services under the Agreement, the Customer commissions BePark to process Personal Data in accordance with the provisions of this DPA.

5. Details about Data Processing

- 5.1. Any Processing of Personal Data under the Agreement shall be performed in accordance with the applicable Data Protection Legislation and for the purpose of the performance of BePark Services under the Agreement, including providing any services to the Data Subjects themselves.
- 5.2. For the performance of BePark Services, BePark is a Data Processor acting on behalf of the Customer. As a Data Processor, BePark shall only act upon Customer's documented instructions. The Agreement, including this DPA, form the Customer's complete instructions to BePark with regard to the Processing of Personal Data.
- 5.3. Any additional or modified instructions must be jointly agreed upon by the Parties in writing. The following is deemed an instruction to BePark to Process Personal Data:
 - 5.3.1. Processing in accordance with the Agreement; AND
 - 5.3.2. Processing initiated by the Data Subjects or any Users in their use of BePark Services.
- 5.4. Data Subjects are all Users of the BePark Services, as further described in the Agreement.
- 5.5. The relevant categories of Personal Data processed are the following:
 - 5.5.1. Full Name
 - 5.5.2. First name
 - 5.5.3. Last name
 - 5.5.4. Language
 - 5.5.5. Email
 - 5.5.6. Phone
 - 5.5.7. Licence plate
 - 5.5.8. Usage of parking (who/when/for how long/which parking) and bookings.
- 5.6. BePark shall provide the Customer with access to Personal Data Processed under the Agreement, in order to allow the Customer to consult and correct such Personal Data if necessary.

6. Data Subjects Rights

- 6.1. With regard to the protection of Data Subjects' rights pursuant to the applicable Data Protection Legislation, the Customer shall facilitate the exercise of Data Subject rights and shall ensure that adequate information is provided to Data Subjects about the Processing hereunder in a concise, transparent, intelligible and easily accessible form, using clear and plain language.
- 6.2. Should a Data Subject directly contact BePark wanting to exercise their individual rights such as requesting a copy, correction or deletion of their data or wanting to restrict or object to the Processing activities, BePark shall inform the Customer of such request within 2 business days and provide the Customer with full details thereof, together with a copy of the Personal Data held by it in relation to the Data Subject, where relevant. BePark shall promptly direct such Data Subject to the Customer. In support of the above, BePark may provide the Customer's basic contact information to the requestor. The Customer agrees to answer to and comply with any such request of a Data Subject in line with the provisions of the applicable Data Protection Legislation.
- 6.3. Insofar as this is possible, BePark shall cooperate with and assist the Customer by appropriate technical and organizational measures for the fulfilment of the Customer's obligation to respond to requests from Data Subjects exercising their rights.

7. Disclosure

- 7.1. BePark shall not disclose Personal Data to any Third Party, except in the following situations:
 - 7.1.1. Where directed by the Customer;
 - 7.1.2. As stipulated in the Agreement;
 - 7.1.3. As required for Processing by approved Sub-processors in accordance with Article 10;OR

- 7.1.4. As required by law or regulatory authority, in which case BePark shall inform the Customer of that legal requirement before disclosing that Personal Data, unless where applicable law prohibits such information being provided on important grounds of public interest.
- 7.2. BePark represents and warrants that persons acting on behalf of BePark and who are authorized to Process Personal Data or to support and manage the systems that Process Personal Data:
 - 7.2.1. have committed themselves to maintain the security and confidentiality of Personal Data in accordance with the provisions of this DPA;
 - 7.2.2. are subject to user authentication and log on processes when accessing the Personal Data; AND
 - 7.2.3. have undertaken appropriate training in relation to Data Protection Legislation obligations.
- 7.3. BePark shall inform the persons acting on its behalf about the applicable requirements and ensure their compliance with such requirements through contractual or statutory confidentiality obligations.

8. **Deletion and Return of Personal Data**

- 8.1. At the latest within 30 days upon termination of the Agreement, BePark shall, at the discretion of the Customer, anonymize or destroy any Personal Data that it stores in a secure way that ensures that all Personal Data is anonymized or deleted and unrecoverable. Personal Data used to verify proper data processing in compliance with the assignment or that needs to be kept complying with relevant legal and regulatory retention requirements may be kept by BePark beyond termination or expiry of the Agreement only as long as required by such laws or regulations.
- 8.2. Upon written request submitted by the Customer no later than 14 calendar days prior to the termination or expiry of the Agreement, BePark shall provide Customer with a readable and usable copy of the Personal Data and/or the systems containing Personal Data prior to anonymisation or destruction.

9. **Location**

- 9.1. BePark shall store Personal Data at rest within the territory of the European Economic Area (EEA).
- 9.2. Any Processing of Personal Data by BePark personnel or subcontractors not located within the EEA may be undertaken only as provided by this DPA or following prior written approval of the Customer and the execution of one of the then legally recognized data transfer mechanisms, such as an additional data processing agreement governed by the Standard Contractual Clauses.

10. **Sub-Processing**

- 10.1. The Customer acknowledges and expressly agrees that BePark may use Third Party Sub-processors for the provision of BePark Services as described in the Agreement.
- 10.2. Any such Sub-processors that provide services to and process Personal Data for BePark shall be permitted to Process Personal Data only to deliver the services BePark has entrusted them with and shall be prohibited from Processing such Personal Data for any other purpose. BePark remains fully responsible for any such Sub-processor's compliance with BePark's obligations under the Agreement, including this DPA.
- 10.3. BePark shall, prior to the entrusting of services to a Sub-processor, carry out any relevant due diligence on such Sub-processor to assess whether it is capable of providing the level of protection for the Personal Data as is required by this Data Processing Agreement and provide evidence of such due diligence to the Customer where requested by the Customer or a regulator.
- 10.4. BePark shall enter into written agreements with any such Sub-processor which contain obligations no less protective than those contained in this DPA, including the obligations imposed by the Standard Contractual Clauses, as applicable.
- 10.5. Upon the Customer's written request, BePark shall make available to the Customer the current list of Sub-processors for the provision of BePark Services.
- 10.6. If the Customer objects to the use of a new Sub-processor that shall be processing the Customer's Personal Data, then the Customer shall notify BePark in writing within 30 calendar days after being

informed of the processing activities of said Sub-processor. In such a case, BePark shall use reasonable efforts to change the affected Services or to recommend a commercially reasonable change to the Customer's use of the affected Services to avoid the Processing of Personal Data by the Sub-processor concerned. If BePark is unable to make available or propose such change within 60 calendar days, the Customer may terminate the relevant part of the Agreement regarding those Services which cannot be provided by BePark without the use of the Sub-processor concerned. To that end, the Customer shall provide written notice of termination that includes the reasonable motivation for non-approval.

11. **Technical and Organizational Measures**

- 11.1. BePark has implemented and shall maintain appropriate technical and organizational measures intended to protect Personal Data or the systems that Process Personal Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss or destruction. These measures shall take into account and be appropriate to the state of the art, nature, scope, context and purposes of Processing and risk of harm which might result from unauthorized or unlawful Processing or accidental loss, destruction or damage to Personal Data. These measures shall always include the following measures:
- 11.1.1. the prevention of unauthorized persons from gaining access to systems Processing Personal Data (physical access control);
 - 11.1.2. the prevention of systems Processing Personal Data from being used without authorization (logical access control);
 - 11.1.3. ensuring that persons entitled to use a system Processing Personal Data gain access only to such Personal Data as they are entitled to accessing in accordance with their access rights, and that, in the course of Processing, Personal Data cannot be read, copied, modified or deleted without authorization (data access control);
 - 11.1.4. ensuring that Personal Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage on storage media, and that the target entities for any transfer of Personal Data by means of data transmission facilities can be established and verified (data transfer control);
 - 11.1.5. ensuring the establishment of an audit trail to document whether and by whom Personal Data have been entered into, modified in, or removed from systems Processing Personal Data (entry control);
 - 11.1.6. ensuring that Personal Data Processed are Processed solely in accordance with the instructions (control of instructions);
 - 11.1.7. ensuring that Personal Data are protected against accidental destruction or loss (availability control);
 - 11.1.8. ensuring that Personal Data collected for different purposes can be processed separately (separation control).
- 11.2. BePark shall systematically adapt the technical and organizational measures to the development of regulations, technology and other aspects and supplement them with the applicable technical and organizational measures of Sub-processors, as the case may be. In any event, the implemented technical and organizational measures shall ensure a level of security appropriate to the risks represented by the Processing and the nature of the Personal Data to be protected, taking also into account the state of technology and the cost of their implementation.
- 11.3. Upon the Customer's written request, BePark shall provide the Customer within 14 calendar days of receipt by BePark of the Customer's request with a description of the implemented technical and organizational protection measures. An ISAE3402 type II report and/or other similar certifications can be used to describe and demonstrate compliance of the implemented technical and organizational measures.

12. **Data Breaches**

- 12.1. In the event of a (likely or known) Personal Data Breach and irrespective of its cause, BePark shall notify the Customer without undue delay and at the latest within 48 hours after having become aware of (the likelihood or occurrence of) such Personal Data Breach, providing the Customer with sufficient

information and in a timescale that allows the Customer to meet any obligations to report a Personal Data Breach under the Data Protection Legislation. Such notification shall as a minimum specify:

- 12.1.1. the nature of the Personal Data Breach;
 - 12.1.2. the nature or type of Personal Data implicated in the Personal Data Breach, as well as the categories and numbers of Data Subjects concerned;
 - 12.1.3. the likely consequences of the Personal Data Breach;
 - 12.1.4. as the case may be, the remedial actions taken or proposed to be taken to mitigate the effects and minimize any damage resulting from the Personal Data Breach;
 - 12.1.5. the identity and contact details of the Data Protection Officer or another Contact Person from whom more information can be obtained.
- 12.2. BePark shall without undue delay further investigate the Personal Data Breach and shall keep the Customer informed of the progress of the investigation and shall take reasonable steps to further minimize the impact. Both Parties agree to fully cooperate with such investigation and to assist each other in complying with any notification requirements and procedures.
- 12.3. A Party's obligation to report or respond to a Personal Data Breach is not and shall not be construed as an acknowledgement by that Party of any fault or liability with respect to the Personal Data Breach.

13. **Audit**

- 13.1. BePark makes available to the Customer all reasonable information, under the Agreement, to demonstrate compliance with its obligations laid down in this DPA or applicable Data Protection Legislation. BePark notably allows and contributes to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer, in accordance with this DPA.
- 13.2. If the information and reports provided by BePark under this article are insufficient to allow the Customer to demonstrate that the obligations under the Data Protection Legislation are being met, the Parties will meet to agree on the operational, safety and financial terms of an on-site technical inspection. In any event, the conditions of this inspection must not affect the safety of the BePark's other customers.
- 13.3. The Customer's information and audit rights exist only to the extent that the Agreement would not otherwise provide them with information and audit rights that meet the requirements of the applicable Data Protection Legislation. The Customer or the person mandated by the Customer to conduct an audit must inform BePark or the relevant BePark's partner of any audit or inspection to be conducted and makes (and ensures that each of the auditors commissioned make) every effort to avoid causing (or, if it cannot avoid, minimize) any damage, injury or disruption to the BePark's premises, equipment, personnel and operations while the BePark's personnel are on such premises during the course of such audit or inspection.
- 13.4. BePark is not required to provide access to its premises for the purpose of such audit or inspection:
- 13.4.1. To an individual who does not have reasonable proof of identity and entitlement.
 - 13.4.2. Outside normal business hours on its premises, unless the audit or inspection is to be carried out on an emergency basis and the Customer, or the person mandated by the Customer, has notified BePark or the relevant partner of BePark that the audit must be carried out before business hours.
- 13.5. If more than one audit or inspection occurs in a calendar year, additional fees may be invoiced to the Customer, except for additional audits or inspections where:
- 13.5.1. The Customer, or the person related to the Customer undertaking an audit, considers it reasonably necessary because of actual concerns about BePark's, or the person related to the BePark's, compliance with the DPA; or,
 - 13.5.2. The Customer is required by data protection law, a data protection authority, or a similar regulatory authority responsible for the enforcement of data protection laws, to carry out this audit.
- 13.6. In addition, BePark allows the Customer reasonable access to verify and/or audit BePark compliance with the DPA, under the following conditions:

- 13.6.1. Any verification or inspection is limited to the processing activities and facilities directly involved in the processing of Personal Data;
- 13.6.2. The Customer gives BePark reasonable written notice of at least 30 days prior to any audit or inspection (unless a shorter notice period is required by law, a regulatory authority or is otherwise agreed to by the Parties);
- 13.6.3. The Customer will conduct the audit or inspection during normal business hours and without creating a business interruption for BePark, unless agreed with BePark;
- 13.6.4. BePark is not required to disclose or provide access to information relating to its own business activities or to third parties to whom BePark has an obligation of confidentiality;
- 13.6.5. The audit or inspection is conducted in accordance with BePark's relevant on-site policies and procedures, including, without limitation, those relating to access to premises, equipment, safety, health, security and data;
- 13.6.6. Where the audit or inspection is carried out by a third party on behalf of the Customer, such third party shall be bound by obligations equivalent to those set out in the DPA and may not be a competitor of BePark;
- 13.7. The aforementioned on-site inspection, as well as the communication of certificates and inspection reports may result in a reasonable additional invoicing.
- 13.8. Notwithstanding the foregoing, the Customer is authorized to respond to requests from the competent supervisory authority provided that any disclosure of information is strictly limited to what is requested by the said authority. In such a case, and unless prohibited by applicable law, the Customer must first consult with BePark.
- 13.9. In the event where (1) the audit requires the cooperation of a data hosting provider or other IT services provider, acting as a Sub-processor of BePark and (2) that such Sub-processor is major company from which data processing agreements are not subject to negotiation with the Controller (e.g.: AWS, Microsoft Azure, OVH, etc.), the Customer expressly agrees that, insofar as such Sub-processor and its systems are concerned, the audit provisions enclosed in the data processing agreement from the Sub-processor shall be binding on the Customer and, consequently, opposable to the Customer. Such data processing agreement can be collected directly from the Sub-processor or upon written request from the Customer.

14. Customer Responsibilities

- 14.1. The Customer shall comply with all applicable laws and regulations, including the Data Protection Legislation.
- 14.2. The Customer remains responsible for the lawfulness of the Processing of Personal Data including, where required, obtaining the consent of Data Subjects to the Processing of their Personal Data.
- 14.3. The Customer shall take reasonable steps to keep Personal Data up to date to ensure the Personal Data are not inaccurate or incomplete with regard to the purposes for which they are collected.
- 14.4. With regard to components that the Customer provides or controls, including but not limited to workstations connecting to Services, data transfer mechanisms used, and credentials issued to the Customer's personnel, the Customer shall implement and maintain the required technical and organizational measures for protection of Personal Data.

15. Notifications

- 15.1. Unless legally prohibited from doing so, BePark shall notify the Customer as soon as reasonably possible, and at the latest within 2 business days of becoming aware of the relevant circumstances, if it or any of its Sub-processors:
 - 15.1.1. receives an inquiry, a subpoena or a request for inspection or audit from a competent public authority relating to the Processing;
 - 15.1.2. intends to disclose Personal Data to any competent public authority outside the scope of the Services under the Agreement. At the request of the Customer, BePark shall provide a copy of the documents delivered to the competent authority;

- 15.1.3. receives an instruction that infringes the Data Protection Legislation or the obligations of this DPA;
 - 15.2. BePark shall co-operate as requested by the Customer to enable Customer to comply with any assessment, enquiry, notice or investigation under the Data Protection Legislation, which shall include the provision of:
 - 15.2.1. Any and all data requested by the Customer (which is not otherwise available to the Customer) within the reasonable timescale specified by the Customer in each case, including full details and copies of the complaint, communication or request and any Personal Data it holds in relation to the relevant Data Subject(s); AND
 - 15.2.2. Where applicable, such assistance as is reasonably requested by the Customer to enable the Customer to comply with articles 32 to 36 of the GDPR and the relevant request within the Data Protection Legislation statutory timescales.
 - 15.3. Any notification under this DPA, including a Personal Data Breach notification, shall be delivered to one or more of the Customer's Contact Persons via email possibly supplemented by any other means BePark selects. Upon request of the Customer, BePark shall provide the Customer with an overview of the contact information of the Customer's registered Contact Persons. It is Customer's sole responsibility to timely report any changes in contact information and to ensure Customer's Contact Persons maintain accurate contact information.
16. **Term and Termination**
- 16.1. This DPA enters into force at the same moment as the Agreement and remains in force until Processing of Personal Data by BePark is no longer required in the framework of or pursuant to the Agreement.