

Schedule 4 Data Processing Agreement

DATA PROCESSING AGREEMENT

This data processing agreement (the "DPA") complements and forms part of the Agreement reached by PipeChain and the Customer.

1. Background

- 1.1 PipeChain provides a number of services set out in the Specification in Schedule 1 (the "**Services**") towards the Customer under the Agreement. When carrying out such Services PipeChain will process certain personal data owned and controlled by the Customer. Accordingly, PipeChain is acting as data processor and the Customer is acting as data controller as defined in the General Data Protection Regulation (Regulation (EU) 2016/679 (the "**GDPR**").
- 1.2 The purpose of the processing and the Services for which such processing is performed is detailed in **Annex A**.
- 1.3 This DPA reflects the Parties' agreement regarding the processing of Customer Data, including personal data, in accordance with GDPR and applicable data protection legislation. The sole purpose of this DPA is for the Parties to comply with the legal requirements for a DPA to exist as well as other obligations under GDPR and applicable data protection legislation, as applicable from time to time.
- 1.4 Subject to the foregoing, the Parties have entered into this DPA on the terms and conditions set out herein.

2. Definitions

- 2.1 Terms with initial capital letters in this DPA shall have the meaning set forth in the Agreement between the Parties. Terms used in this DPA which are defined in Article 4 of the GDPR shall be interpreted in accordance with the definition therein.

3. The Customer's instructions

- 3.1 PipeChain shall process personal data only in accordance with the Customer's documented instructions, as set out in Annex A, and in accordance with the GDPR. Accordingly, the Customer undertakes to keep PipeChain harmless for such damage as PipeChain suffers as a direct consequence of the Customer's instructions leading to PipeChain processing personal data in violation of the GDPR. In the event that PipeChain has not received necessary instructions, PipeChain shall inform the Customer and thereafter await instructions that the Customer deems necessary. PipeChain shall also immediately inform the Customer if, in its opinion, an instruction infringes the GDPR.

4. Commitments of PipeChain

- 4.1 PipeChain shall in particular:
 - (a) apply appropriate technical and organizational safety measures to the processing of personal data and take all measures required pursuant to Article

32 in the GDPR to protect the personal data processed under this Agreement, including but not limited to, ensuring that persons authorized to process personal data have committed themselves to confidentiality;

- (b) assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 in the GDPR (such as technical and organizational measures, notification and information in case of a personal data breach, data protection impact assessment and prior consultation) and the Customer's obligations pursuant to Chapter III in the GDPR regarding data subjects' rights (such as the right to information, access, rectification, erasure, restriction of processing, data portability, objection to automated decision-making);
- (c) refer any request to access personal data from a data subject, the Data Protection Authority or any other third party to the Customer. PipeChain shall also without delay notify the Customer of any contact with the Data Protection Authority concerning, or possibly concerning, the processing of personal data under this Agreement unless such information is prohibited by law;
- (d) at the choice of the Customer, delete, anonymize or return all personal data to the Customer after the end of the Agreement, including the deletion of existing copies, unless the GDPR or national law requires storage of the personal data;
- (e) assist the Customer with information necessary for the Customer to comply with its obligations as a controller towards the Data Protection Authority and/or data subjects; and
- (f) not transfer personal data to a third country or an international organization without a prior written approval, unless required to do so according to the GDPR, whereby PipeChain shall immediately inform the Customer unless such information is prohibited by law.

4.2 Furthermore, PipeChain shall always process personal data in compliance with the GDPR. This includes, but is not limited to, maintaining a record of processing activities, provide access to the record of processing activities when requested by the data subject or the Customer, and to immediately notify the Customer of if PipeChain suspects that there is a risk that individuals' rights and freedoms are violated.

5. Sub-processors

5.1 PipeChain is entitled to engage sub-processors for processing personal data on behalf of the Customer. PipeChain undertakes to inform the Customer regarding possible plans to hire and/or substitute a sub-processor, giving the Customer the opportunity to object to such changes.

5.2 If PipeChain hires sub-processors for processing personal data on behalf of the Customer, PipeChain is fully liable towards the Customer for such sub-processors' activities.

6. Remuneration

- 6.1 In addition to what is otherwise stated in the Agreement, PipeChain shall be entitled to reasonable remuneration in accordance with the currently applicable pricelist for complying with the Customer's written instructions, provided that the action requested is not specified in the Agreement.

7. Confidentiality

- 7.1 PipeChain undertakes not to hand out or otherwise disclose information on processing of personal data to a third party or other information that PipeChain has been provided with as a consequence of this DPA. PipeChain commits to ensure that persons authorised to process personal data have undertaken appropriate confidentiality obligations.
- 7.2 The commitment pursuant to section 7.1 does not apply in respect of information that PipeChain is ordered to disclose to an authority or under GDPR. PipeChain commits to immediately notify the Customer in writing of the issuing of any such injunction to disclose information unless prohibited by law.

8. Liability

- 8.1 Neither Party shall be liable to the other Party in any event for indirect damages such as loss of profits, reduced turnover, loss and corruption of data, failure to comply with third party obligations or loss of benefit of the processing or this DPA otherwise.
- 8.2 The total responsibility of the Parties under this DPA regarding one or more events shall in no case exceed the amount corresponding to the Customer's total remuneration paid by the Customer within the preceding calendar year.

9. Term and Termination

- 9.1 This DPA enters into force when both Parties have signed the Agreement and shall remain in force for as long as PipeChain processes personal data on behalf of the Customer. This DPA shall form an integral part of the Agreement, whereupon the Agreement's provisions regarding, for example, termination, governing law and dispute resolution shall apply also to this DPA.
- 9.2 In connection with the termination of the Agreement or this DPA, PipeChain shall, at the choice of the Customer and upon Customer's written request, delete or return all the personal data to the Controller and delete all existing copies thereof, unless Union or the Member State law requires storage of the personal data.