

## JOINT CONTROLLER AGREEMENT

This Joint Controllership Agreement (the “**JCA**”) is made by and between EIT KIC Urban Mobility S.L with NIF B67513630 and registered office at Torres Glòries, Diagonal 211 Barcelona (08018) and contact address: [info@eiturbanmobility.eu](mailto:info@eiturbanmobility.eu) (“**EIT Urban Mobility**”) and **CARGOBIKE.JETZT GmbH**, with tax registration number DE339336060 and registered address at Franz Mehring Platz 1, 10243 Berlin, Germany (“**CARGOBIKE.JETZT**”), [info@cargobike.jetzt](mailto:info@cargobike.jetzt).

EIT Urban Mobility and CARGOBIKE.JETZT, are each referred to herein as a “**Party**” and collectively as the “**Parties**”. The Parties agree that the following provisions will be added to and incorporated by reference into the Agreement signed by EIT Urban Mobility and CARGOBIKE.JETZT, on 31<sup>st</sup> August 2023 (the “**Agreement**”).

### 1. DEFINITIONS

- 1.1. “**Data Protection Law**” means any applicable data protection or privacy laws to which either Party, as applicable, is subject in connection with this JCA, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (“**General Data Protection Regulation**” or “**GDPR**”), and any implementing directive or related legislation, rule, regulation and binding regulatory guidance, as amended, extended, repealed and replaced, or re-enacted from time-to-time such as the Spanish Data Protection Act (Law 3/2018, of December 5, on the protection of personal data and the guarantee of digital rights);
- 1.2. “**Personal Data**”, “**Data Controller**”, “**Data Subject**”, “**Joint Controller**”, “**Personal Data**”, “**Personal Data Breach**”, “**Data Processor**”, “**Collection**” and “**Processing**” shall have the meaning as set out in the GDPR;
- 1.3. “**Joint Scope**” means the activities described in and subject to the Agreement entered into with each Supplier as described in further detail in Schedule 1;

### 2. SCOPE OF THE JCA

- 2.1. With respect to the Personal Data, the Parties shall act as Joint Controllers in respect of Processing within the Joint Scope, and otherwise as independent Data Controllers for all other Processing of the Personal Data.

### 3. TERM

- 3.1. The term of this JCA begins with its signature and shall remain in force for the same period of time as the Agreement, without prejudice to the effects corresponding to the possible liabilities deriving from the processing that is the object of the JCA, and until its termination, due to the expiry of the corresponding statute of limitations.
- 3.2. Nevertheless, the obligations established in this JCA shall remain in force after the termination or early termination of the Agreement regarding data processing still carried out by the Parties, and until the end of the same.

### 4. GENERAL OBLIGATIONS OF THE PARTIES

#### 4.1. Duty of cooperation and information

- 4.1.1. Each Party shall perform the tasks reasonably necessary to assist the other Party in complying with its obligations under Data Protection Law.
- 4.1.2. Each Party shall comply with Data Protection Law in respect of its Collection and/or Processing of the Personal Data, as corresponds, including the carrying out of data protection impact assessments and prior consultation of the competent supervisory authority, where appropriate.
- 4.1.3. Pursuant to the obligations set forth in the Agreement, CARGOBIKE.JETZT will be in charge of the collection of the Data Subjects data, for the purposes and with the extension set forth in Schedule 1. Thus, such Party must inform Data Subjects

when collecting the data of all the details of the data processing conducted by the Parties in the terms foreseen in Article 13 of the GDPR, and obtain their consent, when necessary, for all the purposes abovementioned.

4.1.4. The Parties shall make available to each other all information necessary to demonstrate compliance with their obligations, and to carry out audits or inspections.

4.1.5. If either Party considers that any of the processing operations infringes the GDPR or any other applicable Data Protection Law, it shall inform the other Party immediately, and shall be entitled to interrupt the processing until the infringement is remedied. To this end, repeated non-compliance by one of the Parties already reported by the other shall entitle the compliant Party to terminate this JCA and the Agreement, without prejudice to the corresponding compensation for damages, including possible sanctions by the supervisory authorities, to which it may be due.

#### 4.2. **Confidentiality**

4.2.1. The Parties and, where applicable, any Data Processor processing data on their behalf, as well as all persons involved in any phase of the processing, are subject to the duty of confidentiality referred to in articles 5.1.f of the GDPR. The Parties shall keep at each other's disposal the documentation evidencing compliance with this obligation.

#### 4.3. **Record of Processing Activities**

4.3.1. Both Parties shall keep a record of all categories of processing activities carried out within the scope of the JCA, which shall include at least the content provided in article 30 of GDPR.

#### 4.4. **Data Subjects rights**

4.4.1. Data Subjects rights will be exercised through the Data Protection Officer of the Party in charge of the Data Collection, who will be responsible for attending to such requests submitted by Data Subjects in exercise of the rights set forth in the GDPR, in the time and manner provided for in the Data Protection Law.

#### 4.5. **Security Breaches**

4.5.1. The Parties shall, without undue delay, and in any event before the maximum period of 24 hours, communicate to the other Party the security breaches that may affect the processing of the personal data under their responsibility, and/or of which they become aware, together with all relevant information, and must include in the communication at least the content indicated for this purpose in the applicable Data Protection Laws and in the guides that the Spanish supervisory authorities have published.

4.5.2. If and to the extent that it is not possible to provide the information simultaneously, the information shall be provided gradually without undue delay.

4.5.3. The Parties shall make this communication through the e-mail address of the respective Data Protection Officer indicated in this JCA, with acknowledgement of receipt and reading, and indicating "*URGENT*" in the subject line.

#### 4.6. **Notification of Security Breaches**

4.6.1. It is the responsibility of the Party affected by the breach to give notice of security breaches to the competent Data Protection Authority and, when it is probable that this entails a high risk to the rights and freedoms of natural persons, to the Data Subjects. Nonetheless, prior notice shall be given to the other Party, including the

content of the communication, so that such communication may be agreed between the parties.

4.6.2. Where possible, notices shall follow the criteria of content and form issued by the competent control authorities to whom such notices are to be made, in their respective guides and instructions.

4.6.3. If and to the extent that it is not possible to provide the information simultaneously, the information shall be provided gradually without undue delay.

#### 4.7. **Data Protection Officer**

4.7.1. The Parties must have - or shall appoint - a Data Protection Officer (when mandatory pursuant to the Data Protection Law), who shall perform the functions provided for in the GDPR and other applicable Data Protection Law, and/or be in charge of the implementation of privacy and Data Protection Law within the organization, respectively, and who shall be the channel of communication and notification between the Parties on data protection matters. The contact address for these purposes shall be the following:

- a. EIT Urban Mobility: [info@eiturbanmobility.eu](mailto:info@eiturbanmobility.eu)
- b. CARGOBIKE.JETZT: [info@cargobike.jetzt](mailto:info@cargobike.jetzt)

#### 4.8. **Retention Period**

4.8.1. Upon termination or expiration of the Agreement or the JCA, the Parties shall destroy or return the data to the other Party, with the exception of Personal Data that must be kept blocked under applicable law to address potential liabilities that may arise as a result of the processing and except if these are needed to implement the revenue-share model of the business plan referred to in the Tender, the offer of the Supplier and Annex 1 to the Service Agreement, in which case, the scope of processing shall be redefined

#### 4.9. **Technical and organizational measures.**

4.9.1. Each Party shall implement appropriate technical and organizational measures to protect Personal Data against unauthorized or accidental access, loss, alteration, disclosure, destruction or other unauthorized or unlawful forms of Processing (such measures may include, where appropriate, the pseudonymization and encryption of the Personal Data, as described in article 32 of the GDPR).

#### 4.10. **Subcontracting**

4.10.1. A Party may not subcontract or otherwise delegate to a third party any Processing activity under such Party's control and within the Joint Scope, without prior written consent of the other Party. The subcontracting party shall enter into appropriate agreements in compliance with Article 28 of the GDPR.

#### 4.11. **International Data Transfers**

4.11.1. If a Party transfers Personal Data originating from the European Economic Area to a country that does not provide for an adequate level of data protection as determined by the European Commission, the Party transferring Personal Data shall prior inform the other Party and implement appropriate safeguards as required by the Data Protection Law, such as standard contractual clauses.

4.11.2. In performing its obligations under this JCA, each Party shall:

- a. ensure data protection and data privacy awareness and provide data protection and data privacy training to its staff in general and specific to their privacy-related obligations and tasks to be carried out under this JCA; and
- b. take reasonable account of the concerns of the other Party.

## **5. LIABILITY**

- 5.1. Each Party shall be liable to the other for any damages caused by any breach of this JCA or the Data Protection Law. Each Party shall be liable for any acts or omissions by any Data Processor engaged by such Party under this JCA.
- 5.2. Each Party shall be liable to the Data Subject for any damage caused to the Data Subject by its breach of an obligation under this JCA or under the Data Protection Law.
- 5.3. Where both Parties are responsible for any damage caused to the Data Subject as a result of a breach of this JCA or the Data Protection Law, the Parties shall be jointly and severally liable to the Data Subject. If one Party is held liable for such breach, such Party shall be entitled to claim back from the other Party the part of the compensation corresponding to its proportionate share of responsibility for the damage.

## **6. SURVIVAL AND SEVERABILITY**

- 6.1. Any provision of this JCA that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this JCA, shall remain in full force and effect. Termination or expiry of this JCA shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 6.2. If any provision or part-provision of this JCA is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.

## **7. DATA PROTECTION**

- 7.1. Personal data of the signatories of this JCA, and any other personal data that may be provided during the execution of the same, will be processed by the Parties as independent Data Controllers, for the purposes of management and control of this JCA and the commercial relationship among Parties, and to comply with applicable legal obligations. No automated decisions will be made and no profiling will take place.
- 7.2. The legal basis for such processing is, respectively, the performance of this JCA, the fulfilment of the applicable legal obligations and the legitimate interest of the parties in managing its commercial relations.
- 7.3. In the event the data provided refers to individuals other than the signatories of the JCA, the Parties must inform them in advance of the terms contained in this clause and, if necessary, obtain their consent. The Parties guarantee the accuracy and truthfulness of the personal data provided, undertaking to keep them duly updated and to communicate any changes that may occur in the same.
- 7.4. The Parties guarantee that they will only disclose personal data to third parties when necessary to comply with their applicable legal obligations. Being such the case, when the data may leave the European Economic Area, the same protection level shall be maintained based on compliance with the provisions of European data protection regulation. In this regard, international transfers of data shall be carried out (i) to countries with an adequate level of protection declared by the European Commission; (ii) based on the provision of adequate guarantees such as standard contractual clauses or binding corporate standards; or (iii) by virtue of the authorization of the competent authority or control body or under other conditions provided for in the regulation. The personal data shall be kept during the time necessary for the execution of the JCA and the fulfilment of the respective legal obligations. With regards data processed for maintenance of the commercial relations, data will be processed until the interested Party requests their erasure.
- 7.5. In the terms and with the scope established in the applicable regulations, Data Subjects may request access to the data, rectify them, delete or hold, limit or oppose its processing

in certain cases, as well as exercise any other rights stipulated in the applicable legislation, regarding their personal data. For this purpose, the following channels may be used, along with a document that allows for identity to be proven, addressing the Privacy Officer or Data Protection Officer:

- a. EIT Urban Mobility: [info@eiturbanmobility.eu](mailto:info@eiturbanmobility.eu)
- b. CARGOBIKE.JETZT: [info@cargobike.jetzt](mailto:info@cargobike.jetzt)

7.6. If Data Subjects consider that the exercise of their rights has been infringed and/or suspect data protection regulations have been breached, they may lodge a complaint before the Spanish Data Protection Authority ([www.aepd.es](http://www.aepd.es)).

7.7. This clause shall remain in force even after the termination of the JCA, unless otherwise agreed in writing by the Parties.

## **8. GOVERNING LAW AND JURISDICTION**

8.1. This JCA and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Spain. Each Party irrevocably agrees that the courts of Spain shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this JCA.

8.2. The parties agree that the competent supervisory authority regarding the data processing provided for in this JCA shall be the Spanish Data Protection Agency, unless another authority corresponds under applicable Data Protection Law.

IN WITNESS WHEREOF, the respective authorized representatives of the Parties have executed this JCA

### **EIT KIC URBAN MOBILITY, S.L.**

Maria Tsavachidis

CEO

### **CARGOBIKE.JETZT GmbH**

Alexander Lutz

Legal representative

## SCHEDULE 1 JOINT SCOPE

The Parties agree that the Joint Scope of this JCA shall include, the following processing activities:

1. **Purposes of the data processing:** the purposes of data processing are the following:
  - a. *Course registration and management of the training.*
  - b. *Email Marketing and commercial communications*
  - c. *Capture and exploitation of student's images while participating in the courses.*
  
2. **Data subjects include, without limitation:**
  - a. Students, adults, up to 25
  
3. **Personal Data collected and processed includes, without limitation:**
  - a. *Participant name*
  - b. *Participant email*
  - c. *Gender*
  - d. *Country of residence*
  - e. *Country of origin*
  - f. *Employer / Industry*
  - g. *Educational level*
  - h. *Job title / function*
  - i. *Allergies*