



Data Processing Addendum

Last update: Jan 15th, 2024

This Motion Data Processing Addendum (“DPA”) reflects the parties’ agreement with respect to the Processing of Personal Data by us on behalf of you in connection with the Motion Services under the Terms of Service between you and us (also referred to in this DPA as the “Agreement”).

This DPA is supplemental to, and forms an integral part of, the Agreement and is effective upon its incorporation into the Agreement, which may be specified in the Agreement, an Order or an executed amendment to the Agreement. In case of any conflict or inconsistency with the terms of the Agreement, this DPA will take precedence over the terms of the Agreement to the extent of such conflict or inconsistency.

We update these terms from time to time. If you have an active Motion service or we have your information in any other way, we will let you know when we do via email or via in-app notification.

The term of this DPA will follow the term of the Agreement. Terms not otherwise defined in this DPA will have the meaning as set forth in the Agreement.

General

This DPA sets out data protection, security and confidentiality requirements with regard to the Processing of Personal Data (as each of these phrases is defined below) that is collected, disclosed, stored, accessed or otherwise processed by Motion for the purpose of providing the Services.

1. Definitions

a) “Data Protection Legislation” means European Union Regulation 2016/679 (the “General Data Protection Regulation”) or California Civil Code Section 1798.100–1798.199 (the “California Consumer Privacy Act of 2018”), as applicable, and any legislation and/or regulation implementing or made pursuant to it, or which amends or replaces any of it, and any other applicable legislation;

b) “Data Processor”, “Data Controller”, “Data Subject”, “Processing”, “Sub-processor”, and “Supervisory Authority” shall be interpreted in accordance with the General Data Protection Regulation;

c) “Service Provider” shall be interpreted in accordance with the California Consumer Privacy Act of 2018;

d) “Personal Data” as used in this Addendum means information that relates to, or could reasonably be linked with, to an identifiable or identified Data Subject who signs up or engages in one of your Mobility Programs (a “Participant”), which Motion Processes as a Data Processor or Service Provider in the course of providing you with the Services. Notwithstanding the foregoing sentence, Personal Data does not include information that Motion Processes in the context of services that it provides directly to a user, such as through its Mobile applications;

e) “Data Subject Request” as used in this Addendum means a request for access, erasure, rectification, or portability of your Participant’s Personal Data; and

f) All other capitalized terms in this Addendum shall have the same definition as in the Agreement.

2. Data Protection

2.1 Data Transfers

2.1.1 Personal Data that Motion processes on Customer's behalf may be transferred to, and stored and processed in, the United States or any other country in which Motion or its Sub-processors operate. Customer appoints Motion to perform any such transfer of Customer Data and Personal Data to any such country and to store and process Customer Data and Personal Data to provide the Services. All transfers of Customer Data out of the European Union, European Economic Area, and Switzerland by the Services will be subject to appropriate safeguards as described in Article 46 of the GDPR and such transfers and safeguards will be documented according to Article 30(2) of the GDPR.

2.1.2 The Standard Contractual Clauses set forth in (Appendix 2) to this DPA (the "SCCs") shall apply to all Motion affiliates and to: (i) Customer which is subject to the data protection laws of the European Union, The European Economic Area and/or their member states, Switzerland, and/or the United Kingdom, and (ii) its Authorized Affiliates. Each of the foregoing shall be deemed "data exporters" for the SCCs. In the event of any conflict or inconsistency between the body of this DPA and any of its Schedules (not including the SCCs) and the SCCs in Schedule 3, the SCCs shall prevail.

2.2 When Motion Processes Personal Data in the course of providing the Services, Motion will:

2.2.1 Process the Personal Data as a Data Processor and/or Service Provider, only for the purpose of providing the Services in accordance with documented instructions from you (provided that such instructions are commensurate with the functionalities of the Services), and as may subsequently be agreed to by you. If Motion is required by law to Process the Personal Data for any other purpose, Motion will provide you with prior notice of this requirement, unless Motion is prohibited by law from providing such notice;

2.2.2 You acknowledge that Motion acts as an independent Data Controller with regards to Participant Personal Data that it collects directly from consumers through its consumer-facing applications and services like Shop and Shop Pay;

2.2.3 Notify you if, in Motion's opinion, your instruction for the Processing of Personal Data infringes applicable Data Protection Legislation;

2.2.4 Notify you promptly, to the extent permitted by law, upon receiving an inquiry or complaint from a Supervisory Authority relating to Motion's Processing of the Personal Data;

2.2.5 Implement reasonable technical and organizational measures enabling you to execute Data Subject Requests that you are obligated to fulfill;

2.2.6 Implement and maintain appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction, damage or theft of Personal Data and appropriate to the nature of the Personal Data which is to be protected;

2.2.7 Upon request, provide reasonable information to help the Participant complete the Participant's data protection impact assessments.

2.2.8 Provide you, upon request, with up-to-date attestations, reports or extracts thereof where available from a source charged with auditing Motion's data protection practices (e.g. external auditors, internal audit, data protection auditors), or suitable certifications, to enable you to assess compliance with the terms of this Addendum;

2.2.9 Notify you without undue delay upon becoming aware of and confirming any accidental, unauthorized, or unlawful processing of, disclosure of, or access to the Personal Data;

2.2.10 Ensure that its personnel who access the Personal Data are subject to confidentiality obligations that restrict their ability to disclose the Participant Personal Data; and

2.2.11 Upon termination of the Agreement, Motion will promptly initiate its purge process to delete or anonymize the Personal Data. If you request a copy of such Personal Data within 60 days of termination, Motion will provide you with a copy of such Personal Data.

2.3 In the course of providing the Services, you acknowledge and agree that Motion may use Sub-processors to Process the Personal Data. Motion's use of any specific Sub-processor to process the Personal Data must be in compliance with Data Protection Legislation and must be governed by a contract between

Motion and Sub-processor that requires comparable protections to this Data Processing Addendum. A current list of Sub-processors may be found below. If you object to the appointment of a Sub-processor you may terminate this agreement in accordance with our [Terms of Service](#) if applicable.

Third Party Sub-Processor	Purpose	Applicable Service	Processing Location
Google Cloud	Hosting Infrastructure	Used as demand cloud computing platforms and APIs	USA
MongoDB	Hosting Infrastructure	Used as demand cloud computing platforms and APIs	USA
Virtual Incentives	Rewards Issuing	Used as demand cloud computing platforms and APIs	USA
Sentry	Error Reporting	Used as demand cloud computing platforms and APIs	USA
Retool	Internal Tooling	Used as demand cloud computing platforms and APIs	USA

3. Rights of Data Subjects.

3.1 Data Subject Requests. Motion will, to the extent permitted by Applicable Law or other applicable legal or regulatory requirements, inform you of any formal requests from Data Subjects exercising their rights of access, correction or erasure of their Personal Data, their right to restrict or to object to the Processing as well as their right to data portability, and will not to respond to such requests, unless instructed by you in writing to do so.

3.2 Assistance by Motion. Motion shall, upon your request, provide reasonable efforts to assist you in responding to such Data Subject requests, and to the extent legally permitted, you shall be responsible for any costs arising from Motion's provision of such assistance.

4. Motion's Role as Data Controller.

The Parties acknowledge and agree that to the extent Motion processes Personal Data involved in payment transactions to: (1) monitor, prevent and detect fraudulent payment transactions, and to prevent harm to you, Motion, and to third parties; (2) comply with legal or regulatory obligations applicable to the processing and retention of payment data to which Motion is subject, including applicable anti-money laundering screening and compliance with know-your-customer obligations ("AML & KYC Obligations"); (3) analyze, develop and improve Motion's products and services; and (4) provide the Motion products and services to Motion users, Motion is acting as a Data Controller with respect to the Processing of Personal Data it receives from or through you.

5. Termination

This DPA will have the same duration as and will be subject to the termination terms of the Motion Agreement. The obligations of Motion to implement appropriate security measures with respect to Personal Data will survive the termination of this DPA and will apply for so long as Motion retains Personal Data. In the event of a conflict between this DPA and the Motion Agreement, this DPA will apply to the extent of the inconsistency.

6. Miscellaneous

6.1 In the event of any conflict or inconsistency between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall prevail. For

avoidance of doubt and to the extent allowed by applicable law, any and all liability under this Addendum, including limitations thereof, will be governed by the relevant provisions of the Agreement. You acknowledge and agree that Motion may amend this Addendum from time to time by posting the relevant amended and restated Addendum on Motion's website, available at **Motion Data Processing Addendum** and such amendments to the Addendum are effective as of the date of posting. Your continued use of the Services after the amended Addendum is posted to Motion's website constitutes your agreement to, and acceptance of, the amended Addendum. If you do not agree to any changes to the Addendum, do not continue to use the Service.

6.2 Save as specifically modified and amended in this Addendum, all of the terms, provisions and requirements contained in the Agreement shall remain in full force and effect and govern this Addendum. If any provision of the Addendum is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Addendum shall remain operative and binding on the parties.

6.3 The terms of this Addendum shall be governed by and interpreted in accordance with the laws of The Netherlands applicable therein, without regard to principles of conflicts of laws. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the The Netherlands with respect to any dispute or claim arising out of or in connection with this Addendum.

Appendix 1 to the DPA and, if applicable, the Standard Contractual Clauses

Data Exporter

The Data Exporter is the Customer who subscribed to the Service that allows Authorized Users to enter, amend, user, delete or otherwise Process Personal Data. Where the Authorized Users are also Data Exporters.

Data Importer

Motion is a business-to-business (“B2B”) digital solution which is integrated to an open activity tracker app, that allows our clients, private or public organizations, to easily launch Mobility Programs to their end-users for which Motion processes personal data upon the instruction of the data exporter in accordance with the terms of the Agreement.

Duration of Processing

Subject to Section 2.2.11 and 5 of the DPA, Motion will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

Data Subjects

Unless provided otherwise by the Data Exporter, the Personal Data transferred hereunder relates to the following categories of Data Subjects: Authorized Users provided access to use the Services by Customer, employees, contractors, business partners or other individuals having Personal Data Processed by the Service.

Data Categories

The transferred Personal Data concerns the following categories of data:

Customer may submit Personal Data to the Services, the extent of which is determined by the Customer per the Service that is subscribed. Customer can configure data fields during the implementation of the Service or as otherwise provided by the Service. The transferred Personal Data typically relates to the following categories of data: Name, email, phone number, address, system access/usage/authorization data, company name, and application-specific data that Authorized Users enter into the data.

Special Data Categories (if appropriate)

The transferred Personal Data concerns the following special categories of data: as set out in the Agreement, if any.

Processing Operations / Purposes

The Personal Data is subject to the following basic processing activities:

- Use of the Personal Data to setup, operate, monitor and provide the Service (including technical support)
- Provision of professional services
- Communication with Authorized Users
- Storage of Personal Data in designated data centers
- Uploads of updates or upgrades to the Service
- Back up of Personal Data
- Processing of Personal Data, including transmission, retrieval, and access
- Execution of instructions of Customer in accordance with the Agreement

APPENDIX 2:

STANDARD CONTRACTUAL CLAUSES

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organization:

Customer, on behalf of itself and the other Controllers

(hereinafter referred to as the “**data exporter**”)

And

Motion

(hereinafter referred to as the “**data importer**”)

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) **'personal data', 'special categories of data', 'process/processing', 'processor', 'data subject' and 'supervisory authority'** shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) **'the data exporter'** means the controller who transfers the personal data;
- (c) **'the data importer'** means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) **'the sub-processor'** means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) **'the applicable data protection law'** means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) **'technical and organizational security measures'** means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

- (a) The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
- (b) The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
- (c) The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

- (d) The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organizational security measures;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organizational security measures before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

(ii) any accidental or unauthorized access, and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

- (a) The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

- (b) If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.
The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

- (c) If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfill its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

EXECUTED BY THE PARTIES AUTHORIZED REPRESENTATIVES:

The parties' authorized signatories have duly executed this DPA:

On behalf of Customer:

Customer Full Legal Name:

Position:

Address:

Signature:

On behalf of Bycycling International B.V., which practices business as Motion:

Name: José Díaz

Position: CEO

Address: Lutulisingel 17, 3069CW, Rotterdam, The Netherlands.

Signature:

A handwritten signature in black ink, appearing to be 'JD', written over a faint circular stamp or watermark.