

EU DATA AGREEMENT

This Agreement is entered into by and among Zhuhai Pantum Electronics Co., Ltd. and current and future affiliates (each a “Data Holder”, collectively the “Data Holders”), and the User (as defined below). Each Data Holder and the User are referred to individually as a “Party” and collectively as the “Parties”.

1. DEFINITIONS

“**Connected Product**” means any Pantum device that:

- (a) obtains, generates, or collects data concerning its use or environment;
- (b) is able to communicate Product Data via an electronic communications service, physical connection, or on-device access; and
- (c) whose primary function is not the storage, processing, or transmission of data on behalf of any Party other than the User.

“**Related Service**” means a Pantum digital service (other than an electronic communications service) that, at the time of the purchase, rent, or lease of a Connected Product, is so integral to such Connected Product that the absence of such service would prevent the Connected Product from performing one or more of its functions. “Related Service” also includes any digital service (including software) subsequently connected to the Connected Product by the manufacturer or a third party to add to, update, or adapt the functions of the Connected Product.

“**Product Data**” means any data generated using a Connected Product that the manufacturer has designed to be retrievable — via an electronic communications service, physical connection, or on-device access — by a User, a Data Holder, or a third party, including data generated by the manufacturer, where applicable.

“**User**” means any natural or legal person in the EEA that:

- (a) owns a Connected Product;
- (b) has been contractually granted temporary rights to use such Connected Product; or
- (c) receives a Related Service.

2. RIGHT OF ACCESS TO DATA

Making Data Available to the User

Upon the User’s request, the Data Holders shall make accessible to the User (or to a Data Recipient designated by the User) the Data, together with any relevant metadata necessary for the interpretation and use thereof. Such request may be submitted via the form made available on the Pantum website at https://www.pantum.ro/EU_Data_Act_Compliance/

User Declaration

When submitting a request, the User must either (a) be the owner of the Connected Product, (b) be contractually entitled to use the Connected Product under a rental, lease, or similar agreement, and/or (c) be contractually entitled to receive the Related Service. The User undertakes to provide the Data Holders with any relevant supporting documentation upon request by any of the Data Holders.

Availability of Personal Data

Where the User is not the data subject, the Data Holders shall make the Data that constitutes Personal Data available to the User only if a valid legal basis under the GDPR or any other applicable data protection legislation exists for such disclosure. In this regard, where the User is not the data subject, the User must, in each access request, specify to the Data Holders the legal basis under the GDPR upon which the request for making Personal Data available is founded.

Making Data Available to a Data Recipient

The User acknowledges that a Data Recipient to whom the Data Holders make Data available pursuant to the User's request shall process such Data solely for the purposes and under the conditions agreed with the User. The Data Holders shall not be held liable to the User for the absence of any such agreement between the User and the Data Recipient.

Where the User intends to make Data protected as trade secrets available to a Data Recipient, the User shall inform the Data Holders thereof without undue delay, specifying (a) the Data concerned, and (b) the identity, place of establishment, and contact details of the Data Recipient. In such cases, the Data Holders may require the Data Recipient to adopt appropriate technical and organisational measures to ensure confidentiality.

3. RIGHT OF USE AND LIMITATIONS**User's Right to Use**

The User shall be entitled to use the Product Data obtained under this Agreement for lawful purpose, including but not limited to data analysis, product optimisation, and sharing with third parties.

Prohibited Uses by the User

The User shall not use the Product Data for any of the following purposes:

- (a) developing a product that competes with the Connected Product;
- (b) assessing the market position or economic standing of the Data Holders;
- (c) infringing the intellectual property rights or Trade Secrets of the Data Holders or any third party;
- (d) use the Data received for any purpose that violates EU law or applicable national law.

Protective Measures

The User undertakes to implement protective measures appropriate to the circumstances in order to prevent unauthorised access to or loss of Data, taking into account the state of the art in science and technology, the potential harm to the Data Holders' access to and use of the Data, and the costs associated with such measures.

Use of Non-Personal Data by the Data Holders

The Data Holders undertake to use Non-Personal Data solely for the following purposes:

- (a) the performance of any Pantum Agreement or any activities related thereto (including, without limitation, providing devices, products and services);
- (b) providing support, warranty, guarantee or similar services, and assessing claims by Users, Data Holders or third parties in relation to any Connected Product or Related Service (including, without limitation, product liability claims);
- (c) monitoring and maintaining the functionality, safety and security of any Connected Product or Related Service, and ensuring quality control (including, without limitation, generating and providing diagnostics and investigating alleged misconduct);
- (d) improving the functionality, safety and security of any Connected Product or Related Service offered by the Data Holders (including, without limitation, optimization, updates and algorithm development);
- (e) developing new Connected Products, Related Services or functionalities, whether by the Data Holders, by any third party acting on their behalf, or in collaboration with any third party;
- (f) aggregating Data with other data or creating Derived Data for any lawful purpose, including for the purpose of selling or otherwise making available such aggregated or Derived Data to third parties, provided that such aggregated or Derived Data (i) cannot be used to identify any individual Connected Product or User; and (ii) prevents third parties from reverse-engineering or extracting raw source Data from the aggregated dataset; and
- (g) complying with legal obligations and legitimate requests from law enforcement and other state or governmental authorities and institutions.

The Data Holders undertake not to use the Data to derive insights concerning the User's economic situation, assets or production methods, or concerning the User's use of any Connected Product or Related Service, where such insights could otherwise undermine the User's commercial position in the markets in which the User operates.

4.DATA SHARING AND THIRD-PARTY ACCESS**Right to Designate a Data Recipient**

The User shall have the right to designate any third party (a "Data Recipient") to receive the Product Data held by the Data Holders. Upon the User's request, the Data Holders shall make the Product Data available to such Data Recipient free of charge, in a simple, secure, comprehensive, structured, commonly used and, where technically feasible, real-time manner.

Obligations of the Data Recipient

The Data Recipient shall only use the data for the purposes agreed with the User and shall delete the data when it is no longer needed for such purposes. The Data Recipient shall comply with the data use restrictions set out in this Agreement.

Gatekeeper Prohibition

Where a Data Recipient is designated as a Gatekeeper under Regulation (EU) 2022/1925, the User shall not request the Data Holders to make data available to such gatekeeper, and such gatekeeper shall not solicit or obtain data from the User by contractual means.

5. TRADE SECRETS AND CONFIDENTIAL INFORMATION

Where the Data contains trade secrets, intellectual property, or confidential information, the Data Holders may require the User to take such technical and organisational measures as are necessary to preserve the confidentiality thereof. Such measures may include, without limitation, the execution of a non-disclosure agreement, the implementation of strict access protocols, the adoption of technical standards, or other contractual arrangements.

The User agrees to implement such measures and not to alter or remove any of them. Should the User or any third party of the User's choosing fail to implement the agreed measures or otherwise undermine the confidentiality of the trade secrets, the Data Holders may withhold or suspend the sharing of Data. In exceptional circumstances where the technical and organisational measures would be insufficient to prevent a highly likely risk of serious economic damage to the Data Holders arising from the disclosure of trade secrets, the Data Holders may refuse a request for access to the Data.

6. LIMITATION OF LIABILITY AND DISCLAIMERS

Liability of the Data Holders

The Data Holders shall be liable in accordance with applicable law for direct losses arising from its breach of obligations under this Agreement. Nothing in this Agreement shall exclude or limit the liability of the Data Holders for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) wilful misconduct or gross negligence;
- (d) breach of data protection laws.

To the extent permitted by law, the total aggregate liability of the Data Holders under this Agreement shall be capped at the total consideration actually paid by the User for the relevant Connected Product and/or Related Services in the twelve (12) calendar months immediately prior to the date of breach.

Liability of the User

The User shall be liable for any loss or damage caused to the Data Holders or any third party as a result of the User's breach of this Agreement, including but not limited to misuse of the right of access, breach of confidentiality, or unlawful sharing of Personal Data.

Force Majeure

Neither Party shall be held liable for any failure or delay in performing its obligations under this Agreement where such failure or delay arises out of events beyond its reasonable control, including but not limited to war, terrorism, fire, flood, earthquake, epidemic, governmental action or a major power or network outage.

7. TERMINATION

Each Party may terminate this Agreement for cause with immediate effect if the other Party materially breaches the terms of this Agreement and is not able to rectify the breach within thirty (30) days from the receipt of written notification thereof.

This Agreement terminates immediately without any further action upon:

- (a) the destruction of the Connected Product or permanent discontinuation of the Related Service, or when the Connected Product or Related Service is otherwise put out of service or loses its capacity to generate the Data in an irreversible manner;
- (b) the User ceases to hold ownership of the Connected Product or Related Service, or the User's rights to use the Connected Product or Related Service under any rental, leasing or comparable contract expire or terminate; or
- (c) mutual agreement.

Points (b) and (c) must be without prejudice to the Agreement remaining in force between the Data Holders and any Subsequent User or Additional User.

8. Miscellaneous

If any provision of this Agreement is wholly or partially invalid or unenforceable for any reason or is in violation of any applicable law or regulation, that provision is deemed removed and the remainder of the Terms will continue to be valid and binding.

The Data Holders reserve the right to assign this Agreement, in whole or in part, to any of its Affiliate or to any third party.

A provision of this Agreement, or right, power or remedy created under it, may not be varied, or waived except in writing.

The rights, powers, and remedies of a party provided in this Agreement are cumulative with, and not exclusive of, any right, power, or remedy provided by law.

This Agreement is executed in the English language and may be translated into other languages for reference only. In the event of any inconsistency between the English original and any translated version, the English text shall prevail.

This Agreement shall be governed and construed in accordance with the laws of Italy, without application of conflict of law principles. Any dispute arising from or in connection with this Agreement shall be submitted to the Chamber of Arbitration of Milan for arbitration and shall be settled by arbitration under the Rules of the Chamber of Arbitration of Milan. The number of arbitrators shall be one, and the language of arbitration shall be English.