

**DATA STATEMENT**

This Data Statement is intended to manage expectations in relation to generating, using and sharing Data between you as a Lessee and Bredenoord B.V. ('Bredenoord') as a Lessor and to make clear agreements about this.

This Data Statement applies in addition to the Rental Agreement, the General Rental Conditions, the Working Arrangements and the Privacy Statement.

This Data Statement is subject to Regulation (EU) 2023/2854 of the European Parliament and the Council of 13 December 2023 in relation to harmonised rules on fair access to and fair use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (Data Regulation).

**A. Definitions**

In this Data Statement, the following terms shall have the following meaning:

- Bredenoord: the private company with limited liability Bredenoord B.V., referred to in this Data Statement as Lessor.
- Lessee: the (legal) person who has entered into a Rental Agreement with Bredenoord.
- Rental agreement: the agreement entered into between Bredenoord and the Lessee to which this Data Statement applies.
- Equipment: the equipment leased to the Lessee by Bredenoord, which is further described in the Rental Agreement.
- Data: any digital representation of actions, raw facts, figures or numbers that are not personal data within the meaning of the Privacy Statement.
- Data Dump: an export of the generated Data from the private cloud.

- Data Receiver: a third party that receives Data from the Lessor at the Lessee's request.
- Portal: Bredenoord's digital platform, which can be accessed through the website [www.mijn.bredenoord.com](http://www.mijn.bredenoord.com).
- Confidential Information: information that is not allowed to be shared with third parties, including, but not limited to, drawings, technical and/or commercial expertise, data and other information containing sensitive information about the Equipment or Bredenoord.

**B. Data generation and use by the Lessor**

- Data is generated through use of the Equipment. The node built into the Equipment collects the Data from the Equipment. This includes Data in relation to the number of running hours, location, fuel level and status of the Equipment, but is not limited to this Data as the Data collected depend on the built-in node. The node transmits the generated Data to the Lessor's (European-based) private cloud environment.
- The Lessor shall be permitted to generate and use the Data.
  - The intellectual property in relation to the Data is exclusively vested in the Lessor.
  - The Lessor shall, if (technically) feasible, retain the Data generated after the conclusion of the Rental Agreement for at least two years for the purpose of sharing the Data with the Lessee and its own analysis.

**C. Lessor's Data Sharing with the Lessee**

- Prior to entering into the Rental Agreement, the Lessor will explain what Data the Equipment may generate.
- Following the commencement of the Rental Agreement, the Lessee shall be granted access to

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the Portal in which the Lessee can view the Data generated by the Equipment the Lessee has rented. To access the Portal, the Lessor is obliged to agree to the MijnBredenoord terms of use.

- The Lessor will make the 'easily available data' available to the Lessee in the Portal. 'Easily available data' includes Data the node collects in relation to the power profile over time, the status of the Equipment and the power provided by the Equipment.
- The Lessor shall not be obliged to make the Data continuously and promptly available to the Lessee, if this is not possible due to technical limitations.
- The Lessee has the option to request a Data Dump from the Lessor. This Data Dump will contain the raw and unprocessed Data the Lessee has requested. The Data Dump will be provided in a CSV or Excel file.
- The Lessor will pursue to provide the requested Data Dump to the Lessee within a period of approximately 14 business days.
- The Lessee may request Lessor to provide a Data Dump until two years following the commencement of the Rental Agreement.
- The Lessor will not be liable for any inaccuracies in the Data Dump or omissions in the Portal.
- The Lessee will be obliged to take security measures to properly protect the available Data.
- The Lessee shall be obliged to keep the shared Confidential Information confidential.
- The Lessor will not be liable for any consequences caused by the improper use of the Data made available.

## D. Sharing Data with Third Parties

- The Lessee may request the Lessor to share the Data with a Data Receiver. The Lessor will enter into an agreement with the Data Receiver for this purpose.
- If the Lessee deems it necessary for the performance of the Rental Agreement, the Lessor

is permitted to share the Data with third parties.

## E. Final Provisions

This Data Statement applies to the Rental Agreement as of 12 September 2025. The Lessor reserves the right to modify this Data Statement. The Lessee shall be deemed to have accepted the modification if the Lessor has not received a protest against it within fourteen days.

Unless expressly agreed otherwise, this Data Statement is governed by Dutch law.

If you have any questions or require more information about this Data Statement, please contact us at:

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