

KAZAM EV TECH PRIVATE LIMITED

Data Processing Addendum

Last Updated: 2nd March 2026

Preamble

This Data Processing Addendum ("DPA") forms part of the agreement between KAZAM EV TECH PRIVATE LIMITED ("Kazam," "we," "us") and the customer, business partner, or contracting entity ("Controller" or "You") that accesses or uses Kazam's EV charging platform, software, infrastructure, or related services (collectively, the "Services").

This DPA sets out the roles, responsibilities, and obligations of each party in connection with the processing of personal data. Kazam is committed to compliance with applicable data protection laws, including the Digital Personal Data Protection Act and rules framed thereunder, as in force from time to time ("DPDP Act"), and the General Data Protection Regulation (EU) 2016/679 ("GDPR"), each to the extent applicable to the relevant processing activity. References to "Applicable Law" throughout this DPA should be read in this context.

By entering into a Service Agreement, Order Form, or any similar arrangement with Kazam that incorporates this DPA by reference, both parties agree to be bound by its terms. In the event of any conflict between this DPA and the main Service Agreement, this DPA shall prevail with respect to data protection matters.

1. Definitions

For the purposes of this DPA, the following terms shall have the meanings ascribed below:

- "Personal Data" means any information relating to an identified or identifiable natural person, as defined under applicable data protection law.
 - "Processing" means any operation or set of operations performed on Personal Data, including collection, storage, use, disclosure, or deletion.
 - "Controller" refers to the party that determines the purposes and means of processing Personal Data (typically, the Customer).
 - "Processor" refers to Kazam, which processes Personal Data on behalf of the Controller.
 - "Data Subject" means the individual whose Personal Data is being processed.
 - "Sub-processor" means any third party engaged by Kazam to process Personal Data on Kazam's behalf.
 - "Security Incident" means any confirmed, accidental, or unlawful destruction, loss, alteration, or unauthorised disclosure of or access to Personal Data.
 - "Applicable Law" means the Digital Personal Data Protection Act and rules thereunder as in force from time to time, the General Data Protection Regulation (EU) 2016/679, and any other data protection legislation relevant to the processing activities described herein, each to the extent applicable.
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2. Roles and Relationship

The parties acknowledge and agree that:

- The Controller determines the purposes and means of processing Personal Data and is responsible for ensuring that such processing has a valid legal basis.
 - Kazam acts as a Processor and processes Personal Data solely on the documented instructions of the Controller, in accordance with Applicable Law.
 - Where Kazam independently determines the purposes or means of processing (e.g., for platform security, compliance, or fraud prevention), Kazam acts as a Controller for such activities and processes Personal Data in accordance with its Privacy Policy available at www.kazam.energy.
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3. Scope of Processing

3.1 Subject Matter

Kazam processes Personal Data in order to provide the Services described in the applicable Service Agreement, including but not limited to: EV charging platform access, charging session management, account management, payment facilitation, and customer support.

3.2 Categories of Data Subjects

Depending on the nature of the services engaged, Kazam may process Personal Data relating to:

- End users of the EV charging platform (drivers, fleet operators)
- Employees or representatives of the Controller
- Third parties whose data is submitted to the platform by the Controller

3.3 Types of Personal Data

Personal Data processed may include:

- Identification data (name, email, phone number, address)
- Account and usage data (login credentials, charging history, session data)
- Technical data (IP address, device data, access logs)
- Financial transaction data (processed by PCI-compliant third-party payment providers; Kazam does not store card details)

3.4 Duration

Kazam will process Personal Data for the duration of the Service Agreement, unless otherwise required by applicable law or agreed in writing between the parties. Upon termination or expiry of the Service Agreement, Kazam will delete or return Personal Data in accordance with Section 9 of this DPA.

4. Kazam's Obligations as Processor

Kazam shall:

- Process Personal Data only on the documented instructions of the Controller, including with regard to transfers of Personal Data to third countries, unless required to do so by applicable law;
- Ensure that personnel authorised to process Personal Data are subject to appropriate confidentiality obligations;
- Implement and maintain appropriate technical and organisational security measures as described in Section 6 of this DPA;
- Assist the Controller, to the extent reasonably practicable, in responding to requests from Data Subjects to exercise their rights under Applicable Law;
- Assist the Controller in ensuring compliance with obligations relating to security of processing, notification of Security Incidents, data protection impact assessments, and prior consultation with supervisory authorities, where applicable;
- Make available to the Controller all information reasonably necessary to demonstrate compliance with this DPA;
- Promptly inform the Controller if, in Kazam's opinion, an instruction from the Controller infringes Applicable Law.

5. Controller's Obligations

The Controller agrees and warrants that:

- All instructions issued to Kazam for the processing of Personal Data comply with Applicable Law, and the Controller has a valid legal basis for all processing activities;
- The Controller will ensure that Data Subjects have been appropriately informed about the processing of their Personal Data, including any processing carried out by Kazam as Processor;
- The Controller will promptly notify Kazam of any changes in applicable legal requirements that may affect Kazam's processing activities under this DPA;
- The Controller is solely responsible for the accuracy, quality, and legality of the Personal Data provided to Kazam.

6. Security Measures

Kazam takes the security of Personal Data seriously. We maintain a comprehensive information security programme aligned with ISO 27001 and SOC 2 standards, which includes, but is not limited to, the following measures:

Area	Measures in Place
Access Control	Role-based access controls, multi-factor authentication for critical systems, least-privilege principles
Data Encryption	Encryption of Personal Data at rest and in transit using industry-standard protocols
Network Security	Firewalls, intrusion detection, regular vulnerability assessments and patching
Incident Response	Documented incident response procedures with defined escalation and notification timelines

Personnel Training	Regular data protection and security awareness training for employees handling Personal Data
Certifications	ISO 27001 certified. SOC 2 Type II compliant. Details available on request.

Kazam regularly reviews and updates these security measures to address evolving risks and threats.

7. Sub-processors

Kazam may engage third-party sub-processors to assist in the delivery of the Services. Kazam ensures that any sub-processor it engages:

- Is subject to data protection obligations that are no less protective than those set out in this DPA;
- Provides sufficient guarantees regarding appropriate technical and organisational security measures;
- Processes Personal Data only on Kazam's instructions and for the purposes described in this DPA.

Kazam will provide the Controller with prior notice of any intended changes to sub-processors (additions or replacements) that may impact the processing of Personal Data, allowing the Controller a reasonable period to object. Where an objection cannot be resolved, the Controller may terminate the relevant part of the Services upon written notice.

Kazam's current sub-processors include, but are not limited to:

- Amazon Web Services (AWS) — cloud infrastructure, hosting, and database services (Kazam self-hosts its databases on AWS infrastructure)
- Razorpay — payment processing, India (PCI-DSS compliant)
- Stripe — payment processing, international (PCI-DSS compliant)

Note: MongoDB and PostgreSQL are database software self-hosted by Kazam on AWS. Kazam does not store card or payment data directly.

A current list of sub-processors is available upon written request to info-security@kazam.in.

8. International Data Transfers

Kazam's primary operations and data processing activities are based in India. Kazam does not actively target or serve customers in the European Economic Area (EEA) at this time.

Where Personal Data is processed or stored using infrastructure located outside India (for example, via cloud services), Kazam ensures that appropriate safeguards are in place in accordance with Applicable Law. Where required under GDPR or DPDP Act, Kazam will rely on legally recognised transfer mechanisms and will make relevant documentation available upon request to info-security@kazam.in.

9. Data Retention and Deletion

Kazam retains Personal Data only for as long as necessary to provide the Services and meet our legal or regulatory obligations. Retention periods are determined based on the nature of the data and applicable legal requirements.

Upon termination or expiry of the Service Agreement, or upon written request by the Controller (whichever is earlier), Kazam will, at the Controller's choice:

- Delete or anonymise all Personal Data processed on behalf of the Controller; or
- Return Personal Data to the Controller in a commonly used format.

Kazam may retain certain data for longer periods where required by law (e.g., for tax, audit, or legal proceedings), in which case access to such data will be restricted to the extent necessary.

10. Data Subject Rights

Kazam will provide reasonable assistance to the Controller in responding to requests from Data Subjects seeking to exercise their rights under Applicable Law, including:

- Right of access (to know what data is held)
- Right to rectification (correction of inaccurate data)
- Right to erasure (deletion of data, subject to legal obligations)
- Right to restriction of processing
- Right to data portability (where applicable under GDPR)
- Right to object to processing

Requests from Data Subjects received directly by Kazam will be forwarded to the relevant Controller without undue delay. The Controller remains primarily responsible for responding to such requests within the timeframes prescribed by Applicable Law.

Data Subjects may contact Kazam's data protection contact at: info-security@kazam.in

11. Security Incident Notification

In the event of a confirmed or suspected Security Incident affecting Personal Data processed on behalf of the Controller, Kazam will:

- Notify the Controller without undue delay, and in any event within 72 hours of becoming aware of the incident (where required under GDPR);
- Provide, to the extent available, information about the nature of the incident, the categories and approximate number of Data Subjects affected, the likely consequences, and the measures taken or proposed to address it;
- Take prompt steps to investigate, contain, and remediate the incident.

Notification of a Security Incident does not constitute an admission of fault or liability on the part of Kazam. Kazam's obligation to notify is limited to incidents affecting Personal Data processed under this DPA and does not extend to incidents within the Controller's own systems or infrastructure.

12. Confidentiality

Kazam shall ensure that all personnel involved in the processing of Personal Data under this DPA are subject to appropriate confidentiality obligations, whether by contract, professional duty,

or applicable law. Kazam shall restrict access to Personal Data to those personnel who require it for the purposes of performing the Services.

13. Compliance, Audit Rights, and DPIA Assistance

Kazam will make available to the Controller, upon reasonable written request, information that is reasonably necessary to demonstrate Kazam's compliance with this DPA, including:

- Relevant certifications (ISO 27001, SOC 2 reports or summaries);
- Responses to security questionnaires or due diligence inquiries;
- Summary documentation of relevant policies and procedures.

Where the Controller reasonably requires an on-site audit or inspection, this may be arranged upon at least 30 days' prior written notice, subject to reasonable confidentiality and scheduling constraints. Audits will be conducted at the Controller's cost and may not unreasonably disrupt Kazam's business operations. Kazam reserves the right to have legal counsel present during any audit.

Kazam's compliance with this Section shall be deemed satisfied where Kazam makes available valid third-party audit reports (e.g., SOC 2 Type II) or certifications (e.g., ISO 27001) covering the relevant scope.

Where Kazam is required to provide assistance with Data Protection Impact Assessments (DPIAs) or prior consultations with supervisory authorities under Applicable Law, Kazam will provide such assistance on reasonable terms. The Controller acknowledges that any such assistance, including time spent by Kazam's personnel and any out-of-pocket expenses incurred, may be subject to reasonable charges, which will be agreed with the Controller in advance.

14. Liability

Each party's liability under this DPA is subject to, and governed by, the limitations and exclusions of liability set out in the main Service Agreement between the parties.

Kazam shall not be liable for any breach of this DPA arising from: (a) the Controller's instructions that infringe Applicable Law; (b) processing carried out solely by or at the direction of the Controller; or (c) actions or omissions of the Controller or any third parties not acting under Kazam's direction.

Nothing in this DPA limits either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be limited or excluded by law.

15. Term and Termination

This DPA shall come into effect on the date the Service Agreement is entered into and shall continue in force for the duration of the Service Agreement.

This DPA shall automatically terminate upon the termination or expiry of the Service Agreement, subject to any provisions that expressly survive termination (including Sections 9, 12, and 14).

16. Updates to This DPA

Kazam may update this DPA from time to time to reflect changes in applicable law, regulatory guidance, or our business operations. We will provide reasonable notice of material changes. Continued use of the Services following such notice will constitute acceptance of the updated DPA. Where required by Applicable Law, Kazam will seek the Controller's explicit agreement to any material changes.

The current version of this DPA is always available at www.kazam.energy or upon request to info-security@kazam.in.

17. Governing Law and Dispute Resolution

This DPA shall be governed by and construed in accordance with the laws of India. The parties consent to the exclusive jurisdiction of the courts of Bengaluru, Karnataka, India for the resolution of any disputes arising under or in connection with this DPA, subject to any mandatory provisions of GDPR or applicable EU law that may require an alternative forum.

18. Contact Information

For any queries regarding this DPA, data protection matters, or to submit a formal request:

Contact	Details
Company Name	KAZAM EV TECH PRIVATE LIMITED
Registered Address	1st Floor, Building No. 18, MP Krishna Mansion, Enzyme Tech Park, 1st Cross Road, KHB Colony, 5th Block, Kormangala, Bengaluru, India 560095
Data Protection Email	info-security@kazam.in
General Support	support@kazam.in
Website	www.kazam.energy

How this DPA applies to you

This DPA is publicly available at www.kazam.energy and forms part of Kazam's Terms of Service and any Service Agreement entered into with Kazam. By accessing or using Kazam's Services, or by entering into a Service Agreement that incorporates this DPA by reference, you agree to be bound by the terms of this DPA. No separate signature is required.

Where a separate, executed DPA is required for enterprise or regulatory purposes, please contact us at info-security@kazam.in.

— End of Data Processing Addendum —