

DATA EXCHANGE GOVERNANCE

30 September 2025

VERSION 1.0

1. GENERAL PRINCIPLES

This Data Exchange Governance sets out the key principles for data exchange ("**Data Exchange Governance**") that apply to each Participant (Data Providers and Data Consumers as defined hereunder) when exchanging data in the Catena-X Data Space for one or more purposes as predefined by the Association ("**Predefined Constraints**") as further specified under the following link [<https://w3id.org/catenax/2025/9/policy/schema/policy-schema.json>]. The Predefined Constraints and Individual Purposes are collectively defined as "**Contractual Constraints**".

The "**Data Provider**" is a company duly registered in the Catena-X Data Space that wishes to make available to the Data Consumer for a limited period of time certain Data Assets ("**Data**"), as identified by the Data Provider in the Contractual Constraints using a certified connector ("**Registered Connector**" or "**RC**") and the associated technical processes ("**RC Process**").

The "**Data Consumer**" is a company duly registered with the Catena-X Data Space that wishes to obtain and use relevant Data using its own RC in the RC Process.

Each Participant must agree to this Data Exchange Governance in order to effect data exchanges through a Registered Connector. The process of agreeing to this Data Exchange Governance, as well as for concluding legally binding data exchange contracts is not part of this Data Exchange Governance. It does not determine or restrict how Participants need to make their contractual declarations legally binding.

This Data Exchange Governance provides standardized technical parameters to effect data exchanges ("**Technical Data Exchange Elements**"), other mandatory requirements and optional default positions that correspond to the Predefined Purposes. The Association reserves to add new, change, replace or delete existing Technical Data Exchange Elements, other mandatory requirements, optional default positions and Predefined Purposes as part of the standardization process.

Participants are free to select relevant Predefined Purposes for their data exchange contracts. Any modifications to the Contractual Constraints can only take effect in regard to subsequent data exchange contracts; any data exchange contracts governing past or ongoing data exchanges remain unaffected.

A business application provider is a Participant that (i) facilitates data exchange contracts, (ii) develops and provides other data-related services and/or (iii) helps develop the Content of the Contractual Constraints and the Catena-X Data Space by proposing additional Predefined Purposes related to a specific application within the Catena-X Data Space ("**App Provider**").

App Provider may process data only (i) for the Predefined Purposes and Individual Purposes determined by Data Provider and/or Data Consumer, as applicable (including data storage as required) in order to facilitate the relevant data exchange and/or (ii) to develop and provide data-related services within the Catena-X Data Space and in accordance with the Governance Framework.

Participants are generally free to agree from where the Data Provider provides and where the Data Consumer processes data under this Data Exchange Governance, provided that they observe the geographical

limitations specified in the "Country Clearance List" as updated from time to time by the Association ([https://catena-x.net/fileadmin/user_upload/04_Einfuehren_und_umsetzen/Governance_Framework/Catena-X - Country Clearance list.pdf](https://catena-x.net/fileadmin/user_upload/04_Einfuehren_und_umsetzen/Governance_Framework/Catena-X_-_Country_Clearance_list.pdf)).

Unless otherwise set out hereunder, the defined terms under the Governance Framework as referenced in the 10 Golden Rules shall apply to this Data Exchange Governance.

2 . CONTRACTUAL PARAMETERS FOR DATA EXCHANGES

2.1 WHO WITH WHOM?

[Participants may tie certain access authorizations ("**Access Policies**") to their data or service offers for one or several Participants. By limiting access to certain Participants, Data Provider maintains control over its data when sharing data (including compliance with anti-trust obligations). In particular, Data Provider may apply Access Policies to restrict access to a particular data offer for only one Participant identified by a specific business partner number.]

Participants are companies involved in a multi-stage network of value chains leading to an end product. Participants who are in a customer or supplier relationship within the same product-specific value chain may assume both the role of Data Provider and the role of Data Consumer.

Participants may only exchange data within an existing customer or supplier relationship (one-up/one-down), unless specified otherwise in the Contractual Constraints and provided that each Party concerned has made a respective case-by-case assessment on the legal feasibility of such data exchange.

2.2 HOW, WHAT AND WHY?

[Data categories by (i) technical description and (ii) data quality parameters (if any)]

[Additional characteristics of data quality]

[Scope of usage right(s)]

Participants must provide and use data in compliance with the Standards set by the Association (<https://catenax-ev.github.io/docs/standards/overview>):

Unless otherwise agreed individually, Participants expressly exclude any requirements for quality, coherence, completeness of data and Data Provider provides data in its respective state "as is" and "as available". Data Consumer may only use the data in line with the agreed Purpose(s), unless specified otherwise in the Contractual Constraints.

In addition to the predefined purposes ("**Predefined Purposes**"), the Parties are free to individually agree certain further purposes of use ("**Individual Purposes**").

Participants must use the namespace ["**UsagePurpose**"](<https://w3id.org/catenax/2025/9/policy/usage-purpose-constraint-schema.json>) when they refer to an Individual Purpose. Participants may refer to such existing contracts or/and contract conditions by using the namespace ("**ContractReference**") (<https://w3id.org/catenax/2025/9/policy/contract-reference-constraint-schema.json>) and indicate the contract number or another unique identifier known to both Participants.

Unless otherwise agreed in an existing contract [**“ContractReference”**]
(<https://w3id.org/catenax/2025/9/policy/contract-reference-constraint-schema.json>) , or unless agreed otherwise under the terms of the Agreement concluded via the RC (see [**“AffiliatesBPNL”**](<https://w3id.org/catenax/2025/9/policy/affiliates-bpnl-constraint-schema.json>) and [**“AffiliatesRegion”**](<https://w3id.org/catenax/2025/9/policy/affiliates-region-constraint-schema.json>)) the Data Provider grants the Data Consumer the right to make the Data available for use to its affiliated companies within the meaning of Section 15 German Stock Corporation Act (**“Affiliated Companies”**) in accordance with the terms of use governed by this Agreement (**“Sublicensing”**), provided that the transfer is necessary to achieve the respective [**“UsagePurpose”**](<https://w3id.org/catenax/2025/9/policy/usage-purpose-constraint-schema.json>) and the Data Consumer ensures compliance with this Data Exchange Governance by its Affiliated Companies.

2.3 COMPLIANCE

[Data Provider, Data Consumer and/or App Provider must comply with all legal and regulatory requirements applicable (in particular with regard to (i) antitrust law (including, but not limited to, antitrust-compliant implementation taking into account Compliance by Conduct), (ii) tax, trade and export control law, (iii) data protection, and (iv) digital regulation).]

Data Provider, Data Consumer and/or App Provider are responsible for compliance with all legal and regulatory requirements applicable (in particular with regard to (i) antitrust law (including, but not limited to, antitrust-compliant implementation taking into account Compliance by Conduct), (ii) tax, trade and 3 export control law, (iii) data protection, and (iv) digital regulation) for themselves and any of their Affiliates.

2.4 EXIT

[Return / Deletion of data]

Existing data exchange contracts remain unaffected, if a Participant withdraws its registration from this Data Exchange Governance or terminates its contract with an operating company. Participants are free to agree individually, unless the Contractual Constraints specifies mandatory requirements.

2.5 HOW LONG?

[Term of data exchange contract, including duration of (i) Data Provider's obligation to provide data and (ii) usage right(s)]

Participants are free to agree individually, unless the Repository specifies mandatory requirements.

2.6 FINAL PROVISIONS

The Agreement concluded via the RC, as well as the provisions set forth in this Data Exchange Governance, shall be governed by the laws of the Federal Republic of Germany to the exclusion of international private law. Unless otherwise agreed between the Parties in the Agreement concluded via the RC or in a referenced contract (as referenced in cx-policy:ContractReference), the exclusive venue for all disputes arising from the Agreement concluded via the RC shall be at the competent court at the registered office of the Data Provider.

Any amendments or additions to the provisions set forth in this Data Exchange Governance shall be made - subject to the following sentence 2 - in text form. However, the Parties are free to make individual arrangements for data exchange by mutual agreement as part of the RC Process or to agree on such changes in the RC Process through digital conduct and modes of execution. In such cases, the relevant provisions or amendments shall take precedence over the provisions of this Data Exchange Governance in the event of any conflict.