# Data Processing Addendum

This Data Processing Addendum forms part of the Agreement between AgriWebb and Customer and applies to the Processing of Personal Data by AgriWebb and its Sub-processors in connection with the Software and Services. The obligations of the parties in this DPA with respect to the Processing of Personal Data are in addition to those set out in the Agreement.

## 1.      Definitions

Capitalised terms used, but not defined, in this DPA have the meanings given to them in the Agreement.  In this DPA:

***Controller*** means the entity which determines the purposes and means of the Processing of Personal Data.

***Data Subject*** means the identified or identifiable person to whom the Personal Data relates.

***Data Transfer Provisions*** means the Model Clauses (as amended by clause 6 and Schedule 1) and/or the UK Addendum.

***EEA Restricted Transfer*** means a transfer of Personal Data from or which originated in the EEA that is not considered to provide an "adequate level" of data protection by the European Commission and where such transfer is subject to the EU GDPR.

***GDPR*** means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (**EU GDPR**) as implemented by countries within the European Economic Area (**EEA**) and the EU GDPR as retained as law in England and Wales by the European Union (Withdrawal) Act 2018 (**UK GDPR**) (as applicable to the Processing).

***Model Clauses*** means the standard contractual clauses for Processors (model 2) as issued pursuant to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council and available at: https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en and as incorporated herein by reference.

***Processor*** means the entity which Processes Personal Data on behalf of the Controller.

***Restricted Transfer*** means:

(a)      an EEA Restricted Transfer;

(b)      a UK Restricted Transfer; or

(c)      a Swiss Restricted Transfer.

***Sub-processor*** means any third party engaged by AgriWebb or its Affiliates to Process any Personal Data under the Agreement, including this DPA.

***Swiss Restricted Transfer*** means a transfer of Personal Data from or which originated in Switzerland to a country outside of Switzerland that is not considered to provide an "adequate level" of data protection by the Swiss Government and where such transfer is subject to the Federal Act on Data Protection (**FADP**).

***UK Addendum*** means the template Addendum B.1.0 issued by the UK Information Commissioner and laid before the UK Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those

Mandatory Clauses and as incorporated herein by reference.

***UK Restricted Transfer*** means a transfer of Personal Data from or which originated in the UK to a country outside of the UK that is not considered to provide an "adequate level" of data protection by the UK Government and where such transfer is subject to the UK GDPR.

## 2. Roles

Customer is the Controller, and AgriWebb the Processor, of the Personal Data.

## 3. Processing

### 3.1. *Details of processing*

(a)     AgriWebb must Process the Personal Data only as:

   (i)     contemplated by the Agreement; and

   (ii)     instructed by Customer or Users, provided that such instructions are documented and consistent with the Agreement and Privacy Laws,

   unless AgriWebb is required by Law to otherwise Process Personal Data, in which case AgriWebb will to the extent permitted by Law on important grounds of public interest, notify Customer of such legal requirement before Processing.

(b)     AgriWebb agrees not to share, transfer, disclose or otherwise provide or permit access to the Personal Data to any person or entity without Customer's prior written consent, except:

   (i)     in accordance with the Agreement; or

   (ii)     on the basis of a legal requirement or court order, provided that such disclosure is permitted by applicable Privacy Law (a **Compulsory Request**).

(c)     Schedule 1 sets out further detail on AgriWebb's Processing of the Personal Data.

### 3.2. *Customer instruction*

Customer hereby instructs AgriWebb to Process the Personal Data in accordance with the Agreement, including this DPA.

### 3.3. *Confidentiality*

(a)     The confidentiality obligations in the Agreement apply to the Personal Data.

(b)     AgriWebb must ensure that its Sub-processors and Personnel who Process the Personal Data are subject to contractual, professional or statutory obligations of confidence.

## 4. Sub-processors

### 4.1. *Existing Sub-processors*

Customer hereby provides a general authorisation to AgriWebb to use the Sub-processors listed at https://www.agriwebb.com/legal/sub-processor-list/ to Process the Personal Data on AgriWebb's behalf.

### 4.2. *New Sub-processors*

(a)     AgriWebb must update the list of Sub-processors at https://www.agriwebb.com/legal/sub-processor-list/ and provide Customer with at least 30 days' notice prior to the engagement of any new Sub-processor, including details of the Processing and location of Processing by the new Sub- processor.

(b)      If Customer notifies AgriWebb in writing that Customer objects to the engagement of the new Sub-processor within 30 days of AgriWebb's notice under section 4.2(a), then:

        (i)      AgriWebb must use reasonable endeavours to address Customer's concern; and

        (ii)      if AgriWebb is unable to address Customer's concern within 30 days following the date of Customer's written objection, Customer may terminate the Agreement (including this DPA) with immediate effect by giving AgriWebb written notice.

### 4.3. Sub-processor terms

AgriWebb must ensure that each Sub-processor:

(a)      is capable of Processing the Personal Data in accordance with the Agreement, including this DPA;

(b)      only accesses and uses the Personal Data as necessary to perform AgriWebb's obligations under the Agreement; and

(c)      is bound by a written agreement which is no less protective of the Personal Data than the terms of the Agreement and this DPA (including the Model Clauses where applicable).

AgriWebb may also use one or more of its Affiliates as Sub-processors, which may include AgriWebb Australia Pty Ltd, AgriWebb Corp and AgriWebb UKEU Limited (depending upon Customer's location).

### 4.4. Liability for Sub-processors

AgriWebb remains liable for each act and omission of its Sub-processors in Processing the Personal Data as though it were an act or omission of AgriWebb.

## 5. Security of Processing

(a)      AgriWebb implements and maintains appropriate technical and organisational security measures to protect the Personal Data as required by the Privacy Laws, including the security measures set out in Schedule 2.

(b)      Customer agrees that the security measures set out in Schedule 2 meet the data security requirements of the Privacy Laws.

## 6. Personal Data transfers

### 6.1. Regions

(a)      AgriWebb hosts the Software from, may transfer the Personal Data to and Process the Personal Data from, servers, infrastructure and premises located in Australia, the United States of America and the United Kingdom (**Regions**).

(b)      AgriWebb will not transfer the Personal Data from these Regions except:

        (i)      on the documented instructions of Customer; or

        (ii)      as required by applicable Law, in which case AgriWebb will to the extent permitted by applicable Law, inform Customer of that legal requirement before transferring the Personal Data.

### 6.2. Restricted Transfers

**(a)**      **EEA Restricted Transfers:** If Customer undertakes an EEA Restricted Transfer to AgriWebb the parties will Process Personal Data which is subject to the EEA

Restricted Transfer in accordance with the Model Clauses which is deemed amended and populated as follows:

**(i)**     ***Excluded clauses:*** Clause 7 (Docking Clause) and the optional wording at Clause 11 (Redress) will be deemed as not included;

**(ii)**     ***Authorisation:*** Option 2 (General written authorisation) of Clause 9 will be deemed to apply and the notice period will be thirty (30) days;

**(iii)**     ***Governing law and forum:*** Clause 17 (Governing law) will be the Republic of Ireland and disputes for the purpose of Clause 18(b) (Choice of forum and jurisdiction) will be resolved before the courts of the Republic of Ireland; and

**(iv)**     ***Annexes:*** the Annexes to the Model Clauses will be populated as set out in Schedule 1.

**(b)**     **UK Restricted Transfers:** If Customer undertakes a UK Restricted Transfer to AgriWebb, the parties will Process Personal Data which is subject to the UK Restricted Transfer in accordance with the UK Addendum which is deemed populated as follows:

**(i)**     ***Approved EU SCCs***: the "Approved EU SCCs" will refer to the Model Clauses which will be populated in accordance with Schedule 1 and section 6.2(a) above (as applicable) and will be interpreted in accordance with the provisions of Part 2: Mandatory Clauses. Neither the Model Clauses nor the Agreement will be interpreted in a way that conflicts with the rights and obligations provided for under the UK GDPR;

**(ii)**     ***Part 1 of UK Addendum***: the information required for the purposes of Part 1 of the UK Addendum is set out in Schedule 1 and section 6.2(a) above (as applicable); and

**(iii)**     ***Termination (Table 4)***: Either party may end the UK Addendum.

**(c)**     **Swiss Restricted Transfers:** If Customer undertakes a Swiss Restricted Transfer to AgriWebb the parties will Process Personal Data which is subject to the Swiss Restricted Transfer in accordance with the Model Clauses as provided in section 6.2(a) above and which is deemed amended as follows:

**(i)**     ***Clauses:*** references to the Clauses means this section 6.2(c) as it amends the Model Clauses;

**(ii)**     ***FADP:*** reference to "Regulation (EU) 2016/679", or "that Regulation" will be read as "FADP"; and references to specific Article(s) of, or obligations under, the GDPR are replaced with the equivalent Article of, or obligation under, the FADP; and references to "Regulation (EU) 2018/1725" are removed;

**(iii)**     ***Data Subject Rights:*** the Data Subject rights referred to in Clause 10 of the Model Clauses will be deemed amended so as to refer to the rights granted to Data Subjects under the FADP;

**(iv)**     ***Supervisory authority:*** Clause 13(a) and Part C of Annex I of the Model Clauses are not used and the competent supervisory authority for purposes of Clause 13 of the Standard Contractual Clauses will be the Swiss Federal Data Protection and Information Commissioner;

**(v)**     ***References:*** references to "Union", "EU", and "EU Member State" are to be replaced with "Switzerland";

**(vi)**     ***Governing law and forum:*** Clause 17 (Governing Law) of the Model

Clauses will be Switzerland and Clause 18 is replaced to state: "Any dispute arising from these clauses will be resolved by the courts of Switzerland. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of Switzerland. The parties agree to submit themselves to the jurisdiction of such courts"; and

**(vii)** ***Interpretation***: where the Model Clauses use terms that are defined in the FADP, those terms will be deemed to have the equivalent meaning for those terms as defined in the FADP and the footnotes to the Model Clauses will not apply.

**(d)** The parties acknowledge that should a governmental authority publish new standard contractual clauses or similar (or amendments to the existing Data Transfer Provisions) to address Restricted Transfers, and where AgriWebb determines such new or amended standard contractual clauses are required to address Restricted Transfers, such new or amended standard contractual clauses will replace the Data Transfer Provisions upon AgriWebb's notification to Customer. All Restricted Transfers thereafter will be made pursuant to such new or amended standard contractual clauses.

**7. Data Breaches and Data Subject requests**

**7.1. *Data Breaches***

In the event of a Data Breach affecting the Personal Data, AgriWebb must:

(a) notify Customer without undue delay and use its best endeavours to do so within 48 hours of becoming aware of the Data Breach; and

(b) otherwise comply with its obligations under clause 9.2 (Data Security) of the Agreement to assist Customer to investigate, assess, mitigate, remedy and notify the Data Breach as required by applicable Privacy Laws.

**7.2. *Data Subject requests***

(a) If AgriWebb or its Sub-processors receives a request from a Data Subject in respect of the Personal Data under Privacy Laws (including the exercise of Data Subject rights), AgriWebb must:

(i) promptly forward the request to Customer; and

(ii) not, and use best endeavours to procure Sub-processors do not, respond to that request except:

(A) on the documented instructions of Customer; or

(B) as required by applicable Law, in which case AgriWebb will to the extent permitted by applicable Laws, inform Customer of that legal requirement before responding to the request.

(b) AgriWebb must (at Customer's cost) provide all information, cooperation and assistance reasonably required by Customer to respond to any Data Subject request in respect of the Personal Data.

**8. Certifications and Audits**

**8.1. *Certifications***

(a) On Customer's written request, AgriWebb will provide such documents and information as reasonably necessary to demonstrate its and its Sub-processors' compliance with this DPA. All such documents and information are the Confidential Information of AgriWebb for the purposes of clause 10 (Confidential Information) of the Agreement.

    (b)      On Customer's written request and at Customer's cost, AgriWebb must provide information, cooperation and assistance reasonably requested by Customer to fulfil its obligation to conduct privacy impact assessments and consultations with supervisory authorities as required under applicable Privacy Laws.

### 8.2. *Customer audits*

    (a)      Customer must exercise any right it has to conduct an audit of the Processing of the Personal Data (including under the Model Clauses) by instructing AgriWebb to provide the documents and information referred to in section 8.1. Notwithstanding the foregoing, AgriWebb must allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer.

    (b)      If Customer wishes to change this instruction regarding an audit, then Customer must notify AgriWebb in writing. If AgriWebb declines to follow any instruction requested by Customer regarding an audit, Customer may terminate the Agreement (including the DPA) with immediate effect by providing notice in writing to AgriWebb.

    (c)      If the Model Clauses apply, nothing in this section varies or limits the Model Clauses.

## 9. Return and deletion of Personal Data

### 9.1. *Termination*

Upon Customer's written request or termination of the Agreement, AgriWebb must destroy or permit Customer to retrieve for a period of up to 30 days all Personal Data that remains in the possession of AgriWebb or its Sub-processors, subject to section 9.2.

### 9.2. *Retention required by Law*

AgriWebb may retain and continue to Process the Personal Data following Customer's request or termination of the Agreement, only to the extent and for such period as is required by applicable Laws.

## 10. General

    (a)      To avoid any doubt, this DPA forms part of the Agreement and clause 18 (General) of the Agreement applies to this DPA accordingly. Notwithstanding the foregoing, the provisions set out in the Data Transfer Provisions will be governed by, and subject to the jurisdiction of, the relevant law and courts as set forth in the Data Transfer Provisions (as applicable).

    (b)      To the extent the terms contained in this DPA conflict with those contained in the Data Transfer Provisions, the terms in the Data Transfer Provisions will prevail to the extent such conflict relates to a Restricted Transfer.

**Schedule 1 – Details of Processing**

**ANNEX 1**

**A.  List of parties**

| Data Exporter | Data Importer |
|---|---|
| **Name:** Customer | **Name:** AgriWebb |
| **Address:** Please refer to details in Agreement | **Address:** Please refer to details in Agreement |
| **Role (controller/processor):** Controller | **Role (controller/processor):** Processor |

***Activities relevant to the data transferred under these Model Clauses***:  The transfer of Personal Data from Data Exporter to Data Importer in the context of the Agreement.

***Signature and date:*** Execution of the Agreement is deemed execution of the DPA and these Model Clauses which are incorporated therein.

**B.  Description of Transfer**

**1.      Subject matter and duration of Processing**

The subject matter and duration of Processing of Personal Data are set out in the Agreement, including this DPA.

**2.      Nature and purpose of the Processing**

Collecting, storing, copying, using, otherwise Processing the Personal Data for the purposes set out in section in the Agreement, including:

(a)      account management;

(b)      support and maintenance;

(c)      information and database administration;

(d)      marketing, market research and Customer engagement;

(e)      creation of Derivative Materials, data science and analytics;

(f)      risk management and quality control; and

(g)      other purposes described in AgriWebb's privacy policy.

**3.      Types of Personal Data**

Personal Data, including:

(a)      personal contact information (for example, name, phone number, email address, mailing address);

(b)      business contact information (for example, phone number, email address, fax number, mailing address);

(c)      technical data (for example, IP addresses);

(d)      usage data; and

(e)      other types of Personal Data described in AgriWebb's privacy policy.

**4.      Categories of Data Subjects**

Customer, its Users and other individuals, including:

(a)      Personnel of Customer;

(b)      Scheme Participants and Personnel of Scheme Participants; and

(c)      other individuals who access and use the Software through Customer's account.

***The frequency of the transfer (e.g. whether the Personal Data is transferred on a one-off or continuous basis).***

☐  One-Off

☐  Continuous

***The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period***

As instructed by Customer.

***For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing***

For the subject matter, nature and duration as identified above.

**C.  Competent Supervisory Authority**

Irish Data Protection Commissioner

**ANNEX 2: Technical and organisational measures**

Please see Schedule 2.

**Schedule 2 – Technical and organisational security measures**

**1.    Information Security Program**

(a)    All AgriWebb Software and associated Services are hosted on Amazon Web Services (**AWS**). This allows AgriWebb to leverage AWS' expertise and investment in physical, network and logical security practices of the leading cloud platform.

(b)    AgriWebb is designed so that cloud-hosted services are not available to the public internet unless there is a requirement to do so, minimising the ability for malicious third-parties to access those services.

(c)    Separate AWS environments are used for development, test and production systems.

(d)    Access to the AWS environments is strictly limited to Personnel of AgriWebb who must have access and all access is protected by Multi-Factor Authentication (MFA). Direct access to systems is not possible by other than super-users.

(e)    AgriWebb conducts reviews with AWS Solution Architects to validate any significant architectural change to ensure AgriWebb is meeting best practice for, in particular, security, scalability and performance of the AgriWebb applications on the AWS platform.

**2.    Physical Security**

Access to all AgriWebb premises requires an individually coded electronic identification device to enter. These premises are protected by an alarm system as well as an additional external security door that is locked afterhours.

**3.    Logical Security**

(a)    AgriWebb follows secure application development practices aligned with industry standards including the OWASP Top 10 and use static code analysis tools to track adherence.

(b)    All data transfers between the Customer and AgriWebb are encrypted and data is encrypted at-rest in the database.