

Yara Data Processor Agreement

Last Updated Date: January 18, 2019

This Data Processor Agreement (“**DPA**”) complements the overhead agreement which refers to this DPA as being applicable between its parties (“**Agreement**”). If there are any conflict between the English version of this DPA and any other language of this DPA or the Agreement, the provisions of this DPA prevail. The terms set out below apply to the extent that the Yara entity(ies) with whom you have entered into the Agreement (“**Yara**”) acts as a Processor, to you acting as a Controller and you being Yara’s counterparty under the Agreement (“**You**”), in relation to Personal Data originating from the EEA.

1. Instructions

Yara may Process Personal Data in connection with the digital farming solution(s) covered by the Agreement (“**Solutions**”), or as otherwise instructed by You or required by applicable law. A description of the Processing is included below.

- (a) Agro Office: the Processing relates in particular to the contact details, GPS-location, and other data inputted or generated by customers or mobile application users regarding customer representatives, staff and commercial partners, in relation to the management, monitoring and documenting of farm operations, in particular managing contracts, financial and other reporting, GPS-enabled field work automation, driver and machine identification, real-time notification and find me functions, and fleet management, as well as telematics functionalities.
- (b) Trecker: the Processing relates in particular to the contact details, GPS-location, working time, payroll data, tasks and other data inputted or generated by the customer or mobile application users regarding customer representatives, staff and commercial partners, in relation to management, monitoring and documenting of farm operations, in particular for cooperation and work management tools and fleet management, as well as resource management such as scheduling, cost allocation, payroll and invoicing.

The duration of the Processing in connection with the Solutions will be for as long as the Solutions are provided to You. You acknowledge and agree that Yara may aggregate and-or anonymize Personal Data for the purpose of improving its agronomic knowledge and products.

2. Security

Yara will implement and maintain commercially reasonable technical and organizational security measures for the Solutions that are designed to protect Processor Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data (“**Incident**”). In the event of a Reportable Incident, Yara will notify You without undue delay about its occurrence and seek to provide You with reasonable information it has available at that time to assist You in reviewing the Incident. Yara will also require its personnel who are authorized to Process Personal Data to respect confidentiality commitments surrounding relevant Personal Data including where applicable through statutory confidentiality obligations. Yara will also provide You reasonable assistance to allow You, at your sole costs, to demonstrate your compliance with obligations pursuant to this DPA in respect of conducting Data Protection Impact Assessments.

3. Audits and disclosures

Upon your request, up to once a year, Yara will provide to You a copy of a self-certification confirming that Yara complies with the material requirements set out in this DPA. Such self-certification will be Yara’s confidential information. If Yara is compelled by EU or EU Member State law to disclose Personal Data to an EU or EU Member State public authority, it will notify You of such disclosure, unless it is not authorized to do so under applicable law.

4. Requests from Individuals

Yara will notify You of requests received directly from Individuals in relation to the Processing of their Personal Data, unless prohibited from doing so under applicable law. Yara may, but is not required to,

acknowledge receipt of such request and ask additional questions to determine the identity and nature of the request, or may refer such request and Individual to You directly, and provide You with reasonable assistance in meeting the request in a timely manner. You are solely responsible for providing any necessary notices to, and obtaining any necessary consents from, Individuals with respect to the Processing of Personal Data pursuant to the Agreement and this Annex.

5. Sub-Processors and transfers

5.1 You agree that Yara may subcontract or outsource the Processing of Personal Data to Sub-Processors, provided that:

- (a) Yara imposes no less stringent duties on such Sub-Processors regarding security and confidentiality of Personal Data as those set out in this DPA.
- (b) Yara remains responsible to You for the provision of the relevant Solution by the Sub-Processor.
- (c) In case Yara adds a new Sub-Processor, Yara will notify You, so that You have the opportunity to object to such addition. You may within 5 business days of receiving notice, object to the involvement of such new Sub-Processor on objective justifiable grounds related to the ability of such Sub-Processor to protect Personal Data or comply with data protection requirements applicable to Sub-Processors. In order for You to receive such notice, You must request to subscribe to our Sub-Processor mailing list by emailing us at dataprivacy@yara.com. You accept that your failure to join the list may result in missing the opportunity to object to new Sub-Processors.

5.2 To the extent that the Solutions involve a transfer of Personal Data originating from the EEA to a Yara affiliate or Sub-Processor located in a country outside the EEA that has not received an adequacy decision by the EU Commission, such transfer will be governed by a valid transfer mechanism recognized under EEA law to facilitate transfers. For the purpose of this section, You hereby grant Yara (and its relevant affiliates) a mandate to enter, in your name and on your behalf, as data exporter, into Controller to Processor Standard Contractual Clauses with the relevant Yara affiliate or Sub-Processor as data importer.

6. Return and Deletion

Upon termination or expiration of the Processing, Yara will make available to You Personal Data maintained by Yara for a duration of 30 days to allow You to retrieve where reasonably technically feasible your Personal Data in a commonly used format set out by Yara. After such period, Yara will destroy or otherwise render inaccessible, at its discretion, such Personal Data from the production environment of the Solutions, except as may be required by law. Actions set out in this section are at your sole cost.

7. Changes

Yara may make changes to this DPA from time to time as necessary to reflect changes in Yara's business or legal and regulatory requirements. Changes Yara makes will become effective when Yara publishes a modified version of the DPA on its website. If You continue using the Solution after any changes, it means You have accepted them. If You do not agree to any material changes, You must stop using the Solution, and You can terminate your account in accordance with the procedure agreed between You and Yara in that respect.

8. Key definitions

- (a) “**Controller**”, “**Data Protection Impact Assessment**”, “**Process/Processing**” and “**Processor**” have the meaning set out in the GDPR.
- (b) “**EEA**” means all member states of the European Union, Norway, Iceland, Liechtenstein and, for the purposes of the DPA, Switzerland.
- (c) “**EU**” means the European Union.
- (d) “**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- (e) “**Individual**” means an individual covered by the Processing described in Section 1 of this DPA.

- (f) “**Personal Data**” means the data relating to an identified or identified Individual which You provide or make available to Yara in connection with the Solution.
- (g) “**Reportable Incident**” means a confirmed Incident leading to the acquisition by an unauthorized external party of non-pseudonymized Personal Data
- (h) “**Sub-Processors**” means third party organizations that Yara engages for the Processing of the Personal Data and which do not act under Yara’s direct authority.