

Agreement on Order Processing

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Previous versions can be requested at datenschutz@arvato-systems.de

Contractual parties

This Agreement exists between Arvato Systems GmbH, an der Autobahn 200, 33333 Gütersloh and farmpivot customer, which registered via <http://portal.farmpivot.de/FarmpivotGUI/#/registration> (or a successor page determined by Arvato Systems).

1 Preliminary remarks

The farmpivot customer (hereinafter: "**Customer**") hereby commissions Arvato Systems (hereinafter: "**Contractor**") with the processing of personal data, which the Customer uses within the farmpivot system.

This Agreement on Order Processing (hereinafter **OP Agreement**) specifies the data protection law obligations of the contractual parties, taking the requirements according to Art. 28 of the Regulation 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, and repealing Directive 95/46/EC of 24 May 2016 (hereinafter **GDPR**). It applies to all activities in which persons deployed by the Contractor process personal data of the Customer.

2 Definition of terms

The terms used in this OP Agreement, such as "personal data", "processing", "controller", "processor" or "data subject" correspond to the definition of terms of the GDPR if no other definitions are included in this OP Agreement. The "data of the Customer" refers exclusively to those personal data which were either transferred to the Contractor by the Customer or were collected exclusively by the Contractor for the Customer on the latter's behalf.

3 Object and duration of processing; nature, purpose and means of processing; nature of personal data and categories of data subjects

3.1 Object and duration

The Contractor shall provide the Customer with farmpivot, a software system which allows the Customer to prepare and monitor logistical orders in agriculture and in the transport sector and to evaluate these orders after they have been processed. This may lead to the storage, transmission, evaluation and modification of personal data in the farmpivot system.

In using farmpivot, the Customer shall commission the Contractor to store the personal data that the Customer enters in the farmpivot system and to display and evaluate this data through the functions that farmpivot offers.

Other details arise from the functional description at www.farmpivot.de (or a successor page determined by Arvato System) and from the General Terms and Conditions of Business for the use of farmpivot retrievable at https://portal.farmpivot.de/FarmpivotGUI/resources/public/doc/agb_en.pdf (or a successor page determined by Arvato).

3.2 Nature of processing

The Contractor shall provide the Customer with the farm-pilot standard service with existing standard functionalities. In doing so, he shall use the farm-pilot IT infrastructure, the farm-pilot app and farm-pilot web portal.

The Customer shall enter its own as well as the data of its customer if applicable via farm-pilot. This data shall be stored and retrieved in partly processed form. Address data, geo data and additional plot-related information shall be entered in the system by the Customer themselves.

Process-related data, position data and machine data as well as working times of the Customer's staff and/or subcontractors shall be generated during order processing and transmitted to the system through mobile communications.

3.3 Purpose of processing

The Customer handles and administers its operational tasks (e.g. order planning, worktime recording, evaluation of its orders, fleet control) with the assistance of farm-pilot. The Customer themselves shall determine what operational tasks it has to handle.

3.4 Means of processing

The means of processing shall be the use of farm-pilot functionalities. Examples:

- order processing occurs with the assistance of the farm-pilot app
- order planning and fleet control is carried out with the help of the farm-pilot web portal
- the data recorded and generated during the work process is stored on the farm-pilot infrastructure

3.5 Nature of personal data

- The Customer's address data and that of its customers
- Geo data of plots of land belonging to the Customer or the Customer's customers.
- Plot-related data, such as the name of the plot, the size of the plot, cultivation plans, etc.
- Data concerning the type of jobs to be performed (information about measures)
- Process-related data concerning the job to be performed (data from schedules of measures, photos for documentation)
- Position data of terminals over the course of time
- Machine data generated by various sensors of the working equipment used
- Working times of persons (e.g. of the Customer's staff or subcontractors) as well as supplementary information about these persons (e.g. personnel number, name, service group, telephone number)

3.6 Categories of data subjects

The categories of data subjects depend on the data with which the Customer fills the farm-pilot system. Depending on the use of farm-pilot by the Customer, this data, for example, may be:

- customer staff
- independent subcontractors
- the employees of independent subcontractors if applicable

4 The Contractor's obligation to follow instructions

4.1 The Contractor may only process the data of the Customer within the framework of this Agreement and the instructions of the Customer - also in relation to the transmission of personal data to a third country or an international organisation in the meaning of Art. 4 (1) no. 26 GDPR (e.g. UN) unless it is legally bound to such processing. In this case, the Contractor

shall inform the Customer of these legal requirements in writing or by e-mail (text form), provided the law involved does not prohibit such notification on account of an important public interest.

4.2 "Instructions" shall be the documented directions of the Customer oriented to the particular processing of the data of the Customer by the Contractor. At first, the instructions shall be set out in this OP Agreement and may later be altered, supplemented or replaced by an instruction from the Customer (individual instruction). Activities of the Contractor on account of instructions that go beyond the contractually-agreed scope of services must be remunerated additionally by the Customer according to expense. The Contractor's usual daily and hourly rates shall apply to services that the Contractor notifies to the Customer on request.

4.3 In general, the instructions of the Contractor must be issued in writing; in exceptional cases, oral instructions required must be confirmed by the Customer immediately in writing. Persons entitled to issue instructions on the part of the Customer and persons entitled to receive them on the part of the Contractor shall be communicated to the other party.

4.4 There shall be no substantive legal due diligence obligation on the part of the Contractor regarding instructions issued by the Customer. However, if the Contractor is of the view that an instruction of the Customer breaches the GDPR or other data protection regulations of the Union or member countries, it shall inform the Customer immediately. The Contractor has the right to suspend the execution of the agreed activity in this respect until the Customer has decided on the further procedure and informed the Contractor in writing. The Customer shall bear any additional expense of the Contractor arising as a result of this. The Customer shall bear the sole responsibility for the decision taken by it. Should the Customer adhere to the instruction issued and should its implementation in the view of the Contractor still require unlawful action by it, the Contractor shall be entitled, (i) to make the corresponding processing dependent on the provision of a security by the Customer (e.g. surety), or (ii) obtain a decision of the responsible regulatory authority, or (iii) not to carry out the processing.

4.5 Should redress be sought against the Contractor or its subcontractors by a third party on account of the implementation of an instruction of the Customer (including those stipulated in the main agreement) or on account of a decision pursuant to subsection 4.4 above with the claim that the third party suffered a tangible or intangible loss on account of a breach of the GDPR, or a regulatory authority as a result of this levies or threatens a fine against the Contractor or its subcontractors, the Customer shall indemnify the party against whom redress is sought in full from such redress or fine. The claim to indemnity in this respect shall also include the appropriate costs of legal defence. This shall apply correspondingly if the redress sought is attributable to breach of the contractual or legal obligations by the Customer.

5 Obligations of the Contractor

5.1 The Contractor shall take technical and organisational measures in its area of responsibility for the appropriate protection of the data of the Customer, which permanently secures the confidentiality, integrity, availability and resilience of the systems and services in connection with this order processing and have the capacity to quickly restore the availability of the personal data and access to them in the event of a physical or technical incident. The data protection concept described in Appendix TOM (available via the following link www.arvato-systems.com/TOM-en) represents the selection of the technical and organizational measures by the Contractor in accordance with the risk determined by him, taking into account the protection objectives in accordance with the state of the art and in particular taking into account his own IT systems and processing methods. The technical and organisational measures for the use of farmipilot include the following processing categories "Data Center Arvato Systems" and "Application Management & Services".

- 5.2** The Client has checked these data security measures offered by the Contractor and assumes responsibility for ensuring that they are sufficient for his data at the time of conclusion of the contract.
- 5.3** The Contractor shall reserve the right to amend the **TOMs** taken unless the protection level specified there is thereby undercut.
- 5.4** The Contractor has established a procedure for regular review of the effectiveness of the **TOMs** to guarantee the security of the processing.
- 5.5** The Contractor shall guarantee that the employees occupied with the processing of the data of the Customer and other persons employed for the Contractor only process this data pursuant to the instructions of the Customer unless they are legally obliged to such processing. The Contractor shall in addition guarantee that the persons deployed by it for processing of the data of the Customer are committed to confidentiality or subject to an appropriate statutory confidentiality obligation. This obligation shall also continue after termination of the order.
- 5.6** The Contractor shall notify the Customer immediately if it becomes aware of breaches of the data of the Customer. The Contractor can in this case ad interim and at its own discretion take the appropriate measures on its own responsibility to protect the data of the Customer and to reduce the potential detrimental consequences. The Contractor shall inform the Customer of any measures taken by it as soon as possible.
- 5.7** The data protection team of the Contractor shall be available to the Customer for data protection queries in the context of this Agreement at dataprotection@arvato-systems.de or at tel. +49 5241 80-70785.
- 5.8** The Contractor shall be obliged to maintain a record of processing pursuant to Art. 30 II GDPR. The Contractor shall be authorised to provide the records relating to this OP Agreement to a regulatory authority or a third party on its request. The Customer can request this record from the Contractor if a regulatory authority demands it from the Customer or the Customer carries out audits or certifications.
- 5.9** The Contractor shall support the Customer, taking the type of processing into account and the information available to it in observing the obligations of the Customer regulated in Articles 32 to 36 GDPR.
- 5.10** The Contractor can demand appropriate remuneration and reimbursement of expenses for the support of the above subsections 5.7 and 5.8.
- 5.11** Should the data of the Customer be endangered at the Contractor through attachment or seizure, by insolvency or settlement proceedings or other incidents or measures of third parties, the Contractor must inform the Customer immediately of this unless the law involved prohibits such notification on account of an important public interest. The Contractor shall inform the third party immediately that solely the Customer holds the sovereignty and "title to the documents."

6 Obligations of the Customer

- 6.1** The Customer is the sole master of the data and accordingly the controller in the meaning of Art. 4 no. 7 GDPR. It bears the undivided responsibility within the context of this OP Agreement for the observance of the statutory provisions of the data protection laws, especially for the lawfulness of forwarding the data to the Contractor and for the lawfulness of the data processing. The Customer shall be responsible for meeting the obligations regulated in articles 32 to 36 GDPR.
- 6.2** The Customer must immediately and fully inform the Contractor if the Customer discovers any errors or irregularities in relation to data protection law provisions when examining the results of the job.

- 6.3** After conclusion of the Agreement, the Customer shall give the Contractor the name of its contact for any data protection questions that arise. The Customer shall inform the Contractor in writing immediately of any change in the contact in writing.
- 6.4** The Customer shall provide the Contractor with all information that the Contractor requires for maintaining the records according to Art. 30 (2) GDPR.
- 6.5** The Customer shall be responsible for evaluating and assessing the effectiveness of the TOMs taken to guarantee the security of the processing.
- 6.6** In the event of redress being sought against the Contractor by a data subject or body mentioned in Art. 80 GDPR with regard to any claims according to Art. 79 or 82 GDPR, the Customer shall undertake to support the Contractor in mounting a defence against the claims. The Contractor shall in this regard be entitled to disclose details of the OP Agreement, the data processing and instructions of the Customer for the purpose of mounting a defence against these claims or for exculpation according to Art. 82 (3) vis-a-vis third parties.
- 6.7** The following shall apply if the Customer has to remunerate services or reimburse expenses on account of the OP Agreement: (i) with regard to personnel expenses, the normal daily rates offered by the Contractor shall apply (ii) with regard to other expenses, especially the services of third parties, an appropriate handling fee shall be added.

7 Observance of data subject rights

- 7.1** With regard to this OP Agreement, the Customer shall be responsible for the observance of the data subject rights provided for according to Chapter III of the GDPR. The Contractor shall support the Customer within the framework of its possibilities with suitable technical and organisational measures in the fulfilment of its obligations in this regard. The Contractor may demand appropriate remuneration for this support and the reimbursement of expenses.
- 7.2** If a data subject contacts the Contractor with the assertion of data subject rights regulated in the GDPR, the Contractor shall refer the data subject to the Customer if assignment of the data subject question to the Customer is possible according to the information of the data subject.

8 Other order processors

- 8.1** The Contractor shall be entitled to deploy subcontractors as other order processors.
- 8.2** The Contractor shall configure the contractual arrangements with the subcontractor to ensure that the same data protection obligations are imposed on the subcontractor vis-a-vis the Contractor as have been determined in this OP Agreement in relation to the Contractor, provided no divergent obligations in favour of a subcontractor have been agreed in this OP Agreement. The above obligation shall in particular apply with regard to the requirements for confidentiality, data protection and data security with regard to personal data.
- 8.3** Approval will be granted for the involvement of a company affiliated with the contractor pursuant to §§ 15ff. AktG within the Arvato Systems Group (listed at www.arvato-systems.com/Subprocessors).
- 8.4** A list of possible subcontractors of the Contractor is available at www.arvato-systems.com/Subprocessors. The access data for this page can be obtained from team@farm-pilot.de with the subject "Access data for subcontractor website". The URL may be updated by the Contractor from time to time.
- 8.5** The Contractor shall update the website at least 14 calendar days before new subcontractors are authorised to access personal data. The Customer shall be obliged to check the website for changes (if applicable by suitable technical measures, e.g. automated per google alert).

- 8.6** If the Customer does not agree to a new subcontractor, it shall be entitled to cancel the Agreement on use of farm-pilot within four weeks of publication of the new contractor in text form.
- 8.7** The cancellation must be addressed to: team@farm-pilot.de
- 8.8** Should the subcontractor fail to meet its data protection obligations, the Contractor shall be liable vis-a-vis the Customer for the observance of the obligations of this subcontractor as for its own fault.

9 Verifications of the Contractor, inspections

- 9.1** Should necessary data protection law inspections or examinations be required by the Customer or an independent external auditor, whose name shall be communicated in good time to the Contractor (e.g. if the Customer has well-founded doubt regarding a self-audit submitted by the Contractor), these shall be carried out subject to observance of the provisions of the "Guideline for external audits" of the Contractor in the place of business. The Contractor may make these inspections or examinations dependent on the signature of an appropriate confidentiality declaration regarding the data of other customers and the technical and organisational measures established. Should the auditor commissioned by the Customer be a competitor of the Contractor or its subcontractor, the Contractor can refuse an audit by the auditor.
- 9.2** The Customer shall provide the Contractor with a copy of the complete audit report in digital form. The Contractor may in particular also transfer the audit report to its subcontractors.
- 9.3** The Contractor may demand remuneration pursuant to the regulations of "Obligations of the Customer" of this Agreement for support in conducting the inspection or examination.
- 9.4** The right of the Customer to inspection or examination pursuant to the above subsection 9.2 shall be limited to one day per calendar year; divergences must be agreed with the Contractor in text form.

10 Return and deletion of data at the end of the Agreement

- 10.1** Deletion of personal data If the agreement concerning the use of farm-pilot is ended (e.g. by giving notice of termination), the Contractor shall block the customer account at the time when the agreement ends.
- 10.2** Stored data shall be kept for three months as from the time when the agreement ends. After that the Contractor shall automatically delete the data without further notice.
- 10.3** Surrender of data The Customer shall be entitled to demand the surrender of its data within this three-month period as long as this is technically possible. Furthermore, the Customer may demand its early deletion. This request must be made in writing. The costs and expenses arising for the Contractor from the deletion or surrender must be borne by the Customer. The currently valid hourly rates of the Contractor shall apply to expenses.
- 10.4** The obligation to surrender or deletion pursuant to this subsection 10 shall not apply if the Contractor is legally or otherwise obliged to preservation or storage of this data.

11 Control rights of regulatory authorities or other sovereign regulatory authorities of the Customer; cooperation with regulatory authorities; legal disputes

- 11.1** Should a data protection regulatory authority or another sovereign regulatory authority of the Customer carry out an inspection at the Contractor, the subsections 9.2 and 9.4 sentence 1 of the OP Agreement shall apply correspondingly. Signature of the confidentiality obligation shall not be required in this case.

11.2 The contractual parties shall immediately inform each other of all official enquiries/orders and proceedings, all measures of one of the bodies mentioned in Art. 80 GDPR (such as complaints, warnings assertion of claims) and all imminent or current court proceedings whose subject is the cooperation regulated in this OP Agreement, cooperate closely in connection with these enquiries, orders, measures or proceedings and mutually provide all documents and information required. Each party shall be entitled in this regard to disclose all information and documents relating to this OP Agreement, including details of the data processing, vis-a-vis the regulatory authority or other third party responsible for it if this is necessary from the point of view of the party.

12 Other provisions

12.1 This Agreement shall be an integral part of the General Terms and Conditions of Business for the use of farmpivot, retrievable at https://portal.farmpivot.de/FarmpivotGUI/resources/pub-lic/doc/agb_en.pdf (or a successor page determined by Arvato Systems).

12.2 Liability Should the Contractor inflict loss on the Customer through the processing of personal data in breach of the agreement or instructions, the General Terms and Conditions of Business of the Contractor shall apply to the use of farmpivot.

12.3 The provisions of this OP Agreement shall take precedence in the event of a contradiction between the General Terms and Conditions of Business for the use of farmpivot. If no contradictory arrangements are arrived at in this OP Agreement, the General Terms and Conditions of Business shall apply to the use of farmpivot.

12.4 Otherwise, the Miscellaneous Terms of the General Terms and Conditions of Business shall apply to the use of farmpivot subsection 7.8.

13 Annex

Annex 1 TOM available via the following link www.arvato-systems.com/TOM-en

Annex 2 Change history of this order processing agreement

Annex 2

Change history of this order processing agreement

Document	Date of entry into force	
Version 3.0	01.11.2018	<p>A new point 5.2 and a new point 5.3 have been inserted; the numbering of the following points has been adapted.</p> <p>5.2 The Client has knowledge of these TOMs. The Client bears sole responsibility for ensuring that they provide a level of security appropriate to the risks applicable to the Personal Data to be processed.</p> <p>5.3 He agrees to indemnify, defend, and hold harmless the Contractor from and against any and all third party claims resulting from or related to the fact that these TOMs are not sufficient to ensure an appropriate level of security.</p>
Version 4.0	15.01.2020	<p>Clause 5: The client's technical and organizational measures (TOM) are available on the Arvato Systems website.</p> <p>Clause 8: The client approve the involvement of a company affiliated with the contractor pursuant to §§ 15ff. AktG within the Arvato Systems Group.</p> <p>A list of the Contractor's possible subcontractors is available on the Arvato Systems website.</p>