

## DATA PROCESSING ADDENDUM (U.S. AND CANADA)

This addendum is part of Cargill's comprehensive privacy program, (the "**Addendum**") is entered into by and between Cargill, Incorporated ("**Cargill**") and Supplier ("**Supplier**") (each a "**Party**"; collectively, the "**Parties**"), and is effective and applicable to Supplier under all instances, activities and information mentioned herein .

WHEREAS, the Parties have entered into or may in the future enter into one or more agreements (collectively, the "**Agreement**") for the provision of certain services (the "**Services**") by Supplier to Cargill;

WHEREAS, the Parties have agreed that, in connection with the Agreement, the Parties shall be deemed independent Controllers or Businesses, or other similar designation as defined under applicable Privacy Laws;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

### 1 Definitions

For purposes of this Addendum, the following definitions apply:

- (a) "**Controller**" means an individual who, or entity that, alone or jointly determines the purpose and means of Processing Personal Data. "Controller" shall be understood to include "Business" and analogous terms under Privacy Laws.
- (b) "**Data Subject**" means an identified or identifiable natural person. "Data Subject" shall be understood to include "Consumer" and analogous terms under Privacy Laws.
- (c) "**Personal Data**" means information provided by or on behalf of Cargill, or collected by Supplier in connection with Supplier's performance of Services pursuant to the Agreement and which relates to an identified or identifiable household or living individual. "Personal Data" shall be understood to include "Personal Information" and analogous terms under Privacy Laws.
- (d) "**Privacy Laws**" means all laws, regulations, and rules relating to privacy and data protection applicable to the Processing of Personal Data in connection with the provision of Services under the Agreement, as amended from time to time, including but not limited to Canada's Personal Information Protection and Electronic Documents Act and applicable federal, provincial, and territorial privacy laws ("**PIPEDA**"), Cal. Civ. Code §§ 1798.100 et seq. (the California Consumer Privacy Act of 2018) ("**CCPA**"), the California Privacy Rights Act of 2020 ("**CPRA**"), Colo. Rev. Stat. §§ 6-1-1301 et seq. (the Colorado Privacy Act) ("**CPA**"), Connecticut's Data Privacy Act ("**CTDPA**"), Utah Code Ann. §§ 13-61-101 et seq. (the Utah Consumer Privacy Act) ("**UCPA**"), and VA Code Ann. §§ 59.1-575 et seq. (the Virginia Consumer Data Protection Act) ("**VCDPA**").
- (e) "**Processing**" and variations thereof (e.g., "Process") means any operation or set of operations that are performed on Personal Data or on sets of Personal Data, whether or not by automated means. "Processing" includes but is not limited to collection, storage, use, transfer, compiling, organization, classification, and deidentification of Personal Data.
- (f) "**Processor**" means an individual who, or entity that, Processes Personal Data on behalf of a Controller. "Processor" includes "Service Provider" and analogous terms as defined under applicable Privacy Laws.

### 2 Relationship

- (a) With respect to Personal Data, the Parties agree that Cargill is the Controller and Supplier Processes Personal Data as a Processor on behalf of Cargill. For the avoidance of doubt, to the extent the Processing of Personal Data is subject to the CCPA or CPRA, Cargill is the "Business" and Supplier is the "Service Provider" (as those terms are defined by the CCPA and CPRA, as applicable).

- (b) Supplier acknowledges that Cargill is disclosing, or authorizing Supplier to assess on Cargill's behalf or otherwise making available, Personal Data in connection with the Agreement only for the limited and specified purposes set out in the Agreement and this Addendum.

### **3 Processing Requirements**

- (a) Supplier shall: (1) Process Personal Data only as set forth in the Agreement and this Addendum; (2) Process Personal Data at all times in compliance with Privacy Laws, including by providing no less than the level of privacy protection as required by Privacy Laws; (3) ensure that each person Processing Personal Data is subject to a duty of confidentiality with respect to the Personal Data.
- (b) Supplier shall not: (1) retain, use, disclose, or otherwise Process Personal Data except as necessary for the business purposes specified in the Agreement or this Addendum; (2) "Sell" or "Share" Personal Data as those terms are defined under Privacy Laws; (3) retain, use, disclose, or otherwise Process Personal Data in any manner outside of the direct business relationship between Cargill and Supplier; or (4) combine any Personal Data with Personal Data that Supplier receives from or on behalf of any other third party or collects from Supplier's own interactions with Data Subjects, provided that Supplier may so combine Personal Data for a purpose permitted under Privacy Laws if directed to do so by Cargill or as otherwise expressly permitted by the Privacy Laws.

### **4 Additional Rights and Obligations**

- (a) Supplier agrees to cooperate with any reasonable and appropriate audits, inspections, assessments, or other steps to be performed by Cargill or Cargill's designated assessor that Cargill deems reasonably necessary to confirm that Supplier Processes Personal Data in a manner consistent with Cargill's and Supplier's obligations under Privacy Laws or this Addendum, including without limitation, through measures such as ongoing manual reviews, automated scans, and regular assessments, audits, or other technical and operational testing at least once every twelve (12) months.
- (b) Supplier shall upon request make available to Cargill all information in its possession necessary to demonstrate Supplier's compliance with Privacy Laws.
- (c) Cargill may, upon providing reasonable notice to Supplier, take all reasonable and appropriate steps to prevent, stop, or remediate any unauthorized Processing of Personal Data.
- (d) Supplier agrees to promptly notify Cargill if Supplier makes a determination that it can no longer comply with Privacy Laws or its obligations under the Agreement or this Addendum.
- (e) Supplier shall not subcontract any Processing of Personal Data to any other party (a "**Subprocessor**") without first notifying Cargill that it intends to engage a Subprocessor and providing Cargill an opportunity to object, and ensuring the engagement is pursuant to a written contract that binds the Subprocessor to terms that are (1) compliant with Privacy Laws and (2) substantially similar to, and no less protective than, the terms imposed on Supplier by this Addendum. Supplier shall remain fully liable for any failure by Supplier or its employees, Subprocessors, agents, or contractors to comply with the obligations under the Agreement or this Addendum.
- (f) Supplier agrees to cooperate with Cargill in responding to and implementing Data Subject requests to exercise rights afforded to Data Subjects by Privacy Laws, including by assisting with appropriate technical and organization, including by providing no less than the level of privacy protection as required by all measures to facilitate or complete such requests. If Supplier receives a request from a Data Subject relating to Personal Data or any rights that potentially arise under Privacy Laws, Supplier shall immediately notify Cargill of such request, and in any event no longer than 72 hours after receipt of such request.
- (g) In addition to and without limiting Supplier's obligations under the Agreement, Supplier shall implement, monitor, and maintain physical, operational, technical, administrative and organizational

safeguards and other security measures to (1) ensure a level of security appropriate to the risks related to the Processing of Personal Data in Supplier's possession, custody, or control; and (2) protect against any actual or reasonably suspected unauthorized, accidental or unlawful acquisition, destruction, loss, alteration, copying, disclosure, access, use or other Processing of any such Personal Data (a "**Security Incident**"). In the event of a Security Incident, Supplier will notify Cargill immediately upon becoming aware of such Security Incident, and in no case more than 48 hours after discovering such Security Incident. Supplier agrees to assist Cargill in (i) meeting Cargill's obligations relating to the security of Processing Personal Data, and (ii) in relation to any response, mitigation, or notification efforts relating to or arising out of a Security Incident.

- (h) Upon written request by Cargill, Supplier will, at Cargill's choice, promptly delete or return all Personal Data and shall certify deletion or return (as applicable) of all such Personal Data, including all copies of such Personal Data, unless retention of the Personal Data is required by law. Upon termination of the Agreement, unless otherwise agreed between the Parties, Supplier will promptly delete all Personal Data and shall certify deletion of such Personal Data, unless retention of the Personal Data is required by law.

## **5 Description of the Processing**

- (a) Cargill authorizes Supplier to Process Personal Data for the following business purposes:
  - (1) Providing the Services in compliance with applicable Privacy Laws.
- (b) Supplier may outline in the Agreement the specific categories of Personal Data that may be processed in connection with the Agreement:
- (c) Personal Data shall be processed for the duration of the Agreement.

## **6 General**

- (a) Except as expressly amended by this Addendum, the Agreement will remain intact and unchanged.
- (b) In the event of any conflict or inconsistency between the terms of the Agreement and this Addendum, the terms of this Addendum will control with respect to that matter.