

Order Processing Contract

between

[Particulars "Controller"]

hereinafter referred to as "Principal"

and

fodjan GmbH

Großenhainer Str. 101

D-01127 Dresden

hereinafter referred to as "Contractor"

Preamble

The Principal wants to engage the Contractor to render the performances specified in section 3. The implementation hereof includes personal data processing. In particular, Art. 28 GDPR imposes certain requirements on such order processing. To meet these requirements, the parties conclude the following agreement, fulfilment of which will not be remunerated separately unless explicitly agreed.

Section 1 Definition of Terms

- (1) "Controller" acc. to Art. 4(7) GDPR shall be the body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
- (2) "Processor" acc. to Art. 4(8) GDPR shall be a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller.
- (3) "Personal Data" acc. to Art. 4(1) GDPR shall be any information relating to an identified or identifiable natural person (hereinafter "Data Subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- (5) "Processing" acc. to Art. 4(2) GDPR shall be any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- (6) "Supervisory Authority" acc. to Art. 4(21) GDPR shall be an independent public authority which is established by a Member State pursuant to Art. 51 GDPR.

Section 2 Subject Matter of the Agreement

- (1) The Contractor shall render software as a service performances for the Principal based on a separate contract ("Main Contract") via the 'fodjan smart feeding' web platform. The software allows to manage different data of the Principal's customers. In doing so, the Contractor shall be granted access to and shall process Personal Data exclusively on behalf of and in line with the Principal's instructions.
- (2) The specific object of Processing, the type and purpose of Processing, the type of Personal Data and the categories of Data Subjects shall be governed by **appendix 1** hereto. Assessment of the admissibility of data Processing shall be incumbent upon the Principal.

(3) To put their mutual rights and obligations under data protection law in concrete terms, the parties conclude this agreement. In case of doubt, the provisions hereunder shall prevail over the regulations of the Main Contract.

(4) The provisions hereof shall be applicable to all activities associated with the Main Contract where the Contractor and its employees or agents of the Contractor deal with Personal Data originating from or collected for the Principal.

(5) The term hereof shall be governed by the term of the Main Contract, unless farther-reaching obligations or rights of termination arise from the provisions below.

Section 3 Right to Issue Instructions

(1) The Contractor may collect, process or use Personal Data only under the Main Contract and in line with the Principal's instructions. This shall apply, in particular, in relation to the transfer of Personal Data to a third country or an international organisation. If the Contractor is obliged to perform further Processing activities on account of the laws of the European Union or of the Member States it is subject to, it shall notify the Principal of such legal requirements before Processing.

(2) Initially, the Principal's instructions shall be defined hereby and may subsequently be modified, amended or replaced by the Principal by individual instructions in written or text form ("Individual Instruction"). The Principal shall be entitled to issue relevant instructions at any time. This shall include instructions regarding the rectification, erasure and blocking of Personal Data. The persons entitled to issue instructions shall be governed by appendix 1. In case of any replacement or any longer-term unavailability of the designated persons, the contracting partner must be immediately notified of the successors or representatives in text form.

(3) All issued instructions must be documented by both the Principal and the Contractor. Instructions beyond the performance agreed in the Main Contract shall be treated as a Performance Changes request.

(4) If the Contractor takes the view that any instruction of the Principal violates provisions under data protection law, it shall immediately notify the Principal thereof. The Contractor shall be entitled to suspend implementation of the relevant instruction until it is confirmed or changed by the Principal. The Contractor may refuse implementation of any instruction that is obviously unlawful.

Section 4 Contractor's Protection Measures

(1) The Contractor shall be obliged to observe the legal provisions on data protection and to neither disseminate to third parties nor suspend access to the information obtained from the Principal's sphere. Documents and Personal Data must be protected against access by unauthorised parties, taking into account the state of the art.

(2) The Contractor shall set up the internal organisation in its sphere of responsibility in such a way that it meets the special requirements of data protection. It shall take all technical and organisational measures required to ensure reasonable protection of the Principal's Personal Data acc. to Art. 32 GDPR, especially, as a minimum, the measures specified in appendix 2:

- a) entry control
- b) admission control
- c) access control
- d) separation
- e) pseudonymisation and encryption
- f) input control
- g) dissemination control
- h) availability and resilience of the systems and services
- i) process for regularly testing, assessing and evaluating

Any change to the security measures taken shall remain reserved to the Contractor, who shall ensure that the contractually agreed level of protection will not be undercut.

(3) The following person has been appointed operational point of contact for data protection at the Contractor's: Alexander Weidenhammer, +49 351 / 810 31 50, datenschutz@fodjan.de.

(4) The persons employed for data processing by the Contractor shall be prohibited from collecting, processing or using Personal Data without authorisation. The Contractor shall obligate all persons entrusted by it with the handling and fulfilment hereof (hereinafter referred to as "Employees") accordingly (confidentiality obligation, point (b) of Art. 28(3) GDPR) and shall ensure compliance with such obligation with all due care. Such obligations must be defined such that they continue to apply even after the end hereof or of the employment relationship between the Employee and the Contractor. Upon request, the Principal must be provided with appropriate evidence of such obligations.

Section 5 Contractor's Information Obligations

(1) In case of disruptions, suspected data breaches or violations of contractual obligations of the Contractor, suspected security-relevant incidents or other irregularities in the Processing of the Personal Data by the Contractor, persons employed by it within the scope of the assignment or by third parties, the Contractor shall immediately inform the Principal in written or text form. The same shall apply to audits of the Contractor by the data protection Supervisory Authority. The notification of a Personal Data breach shall at least:

- a) describe the nature of the Personal Data breach including, where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;
- b) describe the measures taken or proposed to be taken by the Contractor to address the Personal Data breach, including, where appropriate, measures to mitigate its possible adverse effects.

(2) The Contractor shall immediately take the measures required to back up the Personal Data and to mitigate possible adverse effects on the persons concerned, inform the Principal thereof and request further instructions.

(3) In addition, the Contractor shall be obliged to provide the Principal with information at any time where its Personal Data is affected by a breach pursuant to (1).

(4) If the Principal's Personal Data at the Contractor's is jeopardised due to attachment or seizure, insolvency or settlement proceedings or other events or measures of third parties, the Contractor shall notify the Principal thereof immediately, unless it is prohibited from doing so by an order issued by a court or by official order. In this context, the Contractor shall immediately inform all competent bodies of the decision-making authority for the Personal Data resting exclusively with the Principal as "Controller" within the meaning of the GDPR.

(5) The Contractor must immediately notify the Principal of significant changes to the security measures pursuant to section 4 (2).

(6) Any replacement of the operational point of contact for data protection is to be communicated to the Principal without delay.

(7) The Contractor and, where applicable, its representative shall maintain a record of all categories of Processing activities carried out on behalf of the Principal, containing all information acc. to Art. 30(2) GDPR. The record must be provided to the Principal upon request.

(8) The Contractor must contribute to the compilation of the process record by the Principal to a reasonable extent. It must provide the Principal with the respective necessary information in an appropriate manner.

Section 6 Control Rights of the Principal

(1) Prior to commencing data processing and subsequently at regular intervals, the Principal shall convince itself of the Contractor's technical and organisational measures. To that end, it may, for ex., obtain information from the Contractor, have existing attestations of expert witnesses, certifications or internal reviews presented to it or personally review itself or have a qualified third party review the Contractor's technical and organisational measures after timely coordination during normal business

hours, unless such third party competes with the Contractor. The Principal shall perform controls only to the extent required, not disrupting the Contractor's business operations disproportionately.

(2) The Contractor undertakes to provide the Principal, upon the latter's verbal or written request and within a reasonable deadline, with all information and evidence required to control the Contractor's technical and organisational measures.

(3) The Principal shall document and notify the Contractor of the control result. In case of errors or irregularities identified by the Principal, especially when reviewing assignment results, it shall immediately inform the Contractor. If any facts requiring changes in the ordered process sequence to be avoided in the future are discovered during the control, the Principal shall immediately notify the Contractor of the necessary process changes.

(4) Upon request, the Contractor shall provide the Principal with an extensive and up-to-date data protection and security concept for order processing and on persons having rights of access.

(5) The Contractor shall furnish evidence of the Employees' commitment pursuant to section 4 (4) upon request.

Section 7 Deployment of Subcontractors

(1) The contractually agreed performances or the partial performances described below shall be rendered by involving the subcontractors specified in appendix 3. Within the scope of its contractual obligations, the Contractor shall be authorised to establish further subcontracting relationships with subcontractors ("Subcontractor Relationship") where it notifies the Principal thereof in advance and the latter has agreed to the engagement of the subcontractor in writing beforehand. The Contractor shall be obliged to select subcontractors with due care based on their qualifications and reliability. When involving subcontractors, the Contractor shall obligate them according to the regulations hereunder, ensuring that the Principal may exercise its rights herefrom (especially its auditing and control rights) directly vis-à-vis the subcontractors. If any involvement of subcontractors in a third country is intended, the Contractor must ensure that an appropriate level of data protection is ensured at the relevant subcontractor's (e.g. by concluding an agreement based on the standard EU data protection clauses). Upon request, the Contractor shall furnish the Principal with evidence on the conclusion of the aforementioned agreements with its subcontractors.

(2) A Subcontractor Relationship within the meaning of these provisions shall not exist if the Contractor has engaged third parties to render any performances that are to be considered purely ancillary services in nature. This shall include, for ex., mail, transport and dispatch services, cleaning services, telecommunication services not specifically related to performances rendered by the Contractor for the Principal and security services. Maintenance and inspection services shall be Subcontractor Relationships requiring consent where they are rendered for IT systems also used in connection with performances rendered for the Principal.

Section 8 Data Subject Requests and Rights

(1) The Contractor shall support the Principal, where possible, with appropriate technical and organisational measures to ensure fulfilment of the latter's obligations pursuant to Art. 12 to 22 and 32 to 36 GDPR.

(2) If a Data Subject asserts rights, such as right of access, right to rectification or erasure regarding his/her Personal Data, immediately vis-à-vis the Contractor, the latter shall not respond autonomously, but shall immediately refer the Data Subject to and shall await the instructions of the Principal.

Section 9 Liability

(1) Where exclusions or reliefs of liability to the benefit of either party or both contracting partners are agreed in the Main Contract, they shall not apply in relation to damages claims asserted by a person concerned on account of any unauthorised or incorrect data processing or use under data protection law as part of order processing.

(2) The parties release each other from liability if either party demonstrates that it is not responsible in any way for the circumstance having caused the damage to a person concerned.

Section 10 Right of Extraordinary Termination

The Principal may terminate the Main Contract without notice in full or in part if the Contractor fails to meet its obligations herefrom, violates GDPR provisions by wilful intent or gross negligence or is not able or willing to execute any instruction of the Principal. In case of ordinary violations, i.e. caused by neither wilful intent nor gross negligence, the Principal shall set the Contractor a reasonable deadline, within which the Contractor may remedy the violation.

Section 11 End of the Main Contract

(1) After the end of the Main Contract or at any time upon the Principal's request, the Contractor shall return to the Principal or, where desired by the Principal, shall erase all documents, Personal Data and data carriers surrendered to it, unless it is obligated to retain the Personal Data according to the laws of the European Union or of the Federal Republic of Germany. This shall also relate to any data backups at the Contractor's. The Contractor shall furnish the documented proof of proper erasure of any Personal Data still existing. Documents to be disposed of must be destroyed using a paper shredder pursuant to DIN 32757-1. Data carriers to be disposed of shall be destroyed pursuant to DIN 66399.

(2) The Principal shall have the right to check in an appropriate manner that the Personal Data at the Contractor's is returned or erased in full and in line herewith.

(3) The Contractor shall be obliged to keep confidential, also beyond the end of the Main Contract, any Personal Data of which it has gained knowledge in connection with the Main Contract. This agreement shall remain in full force and effect beyond the end of the Main Contract as long as the Contractor has available Personal Data forwarded to it by or collected by it for the Principal.

Section 12 Final Provisions

(1) The parties agree that the defence of the right of retention by the Contractor w. t. m. of Section 273 BGB (German Civil Code) regarding the Personal Data to be processed and the associated data carriers shall be excluded.

(2) Modifications and amendments hereto shall require written form. This shall also apply to the waiver of this formal requirement. This shall not affect the priority of individually agreed terms.

(3) If individual provisions hereof are or become legally ineffective or unenforceable in whole or in part, this shall not affect the validity of the relevant remaining provisions.

(4) This agreement shall be subject to German law. Place of exclusive jurisdiction shall be, where legally permissible, the Contractor's registered office.

(5) The following appendices shall be subject matters hereof:

Appendix 1 - Subject Matter of the Assignment

Appendix 2 - Technical and Organisational Measures of the Contractor

Appendix 3 - Approved Subcontractors

Place, Date

Contractor

Costumer

Appendix 1 - Subject Matter of the Assignment

1. Processing Object and Purpose

The Principal's assignment to the Contractor shall include the following activities and/or performances:

fodjan smart feeding is a software as a service offering. The offering allows to manage and evaluate data of an agricultural holding. Such data can be used to optimise the processes of the holding. Fodder trading is supported. CRM functionalities are included in the performances as well.

2. Type(s) of Personal Data

The following data types are regularly objects of Processing:

- name, address
- access times and usage profiles
- free-text comments
- individual holding data on the production process of the holding of the Principal's customers
- economic situation of the holding (yields, costs, profit)

3. Data Subject Categories

Group of Data Subjects affected by data processing:

- Principal
- customers of the Principal
- Employees of the Principal's customer
- business partners of the Principal's customer (veterinarian, consultant...)

4. Persons Entitled to Issue Instructions at the Principal's

persons with first name, surname, if necessary organizational unit, telephone number and e-mail address name or delete passage

5. Persons Entitled to Receive Instructions at the Contractor's

Michael Schütze and Carsten Gieseler
Großenhainer Straße 101
01127 Dresden

Email: geschaeftsfuehrung@fodjan.de

Tel: 0351 4188 6693

Appendix 2 - Technical and Organisational Measures of the Contractor

The Contractor shall take the following technical and organisational measures on data security w. t. m. of Art. 32 GDPR:

1. Confidentiality

Entry Control

In the computer centre:

- electronic entry control system including logging
- documented key assignment to Employees
- guidelines for the accompaniment and identification of guests in the building
- personal 24/7 staffing of the computer centres
- video monitoring at the entrances and exits

Access to the fodjan office:

- documented key assignment to Employees

Admission Control

- personal authentication of users by password
- official instruction for minimum length of all passwords (at least 8 characters + blacklist)
- differentiated assignment of authorisations
- certificate-based admission authorisations for administrators
- encrypted admission to systems by administrators
- firewalls
- encrypted USB memories
- encrypted smartphones

Access Control

- logging of accesses on servers
- encrypted admission to systems by administrators
- additional logging of firewalls and of the fodjan web platform
- paper documents with Personal Data disposed in the paper shredder

Separation

- logical client separation
- logical separation of productive and test systems

Pseudonymisation & Encryption

- pseudonymisation of data in big data applications

2. Integrity

Input Control

- Rights are assigned for the input, alteration and erasure of data based on an authorisation concept.
- The “fodjan smart feeding” platform allows to track platform accesses.
In this context, User_ID, Holding_ID, start of access, end of access, web or app access and the number of clicks are logged for a period of 180 days.
Such logs can be accessed by the system administrators of the “fodjan smart feeding” platform.

Forwarding Control

- encryption of the transport routes by encryption methods in line with the current state of the art
- encryption of all backups

3. Availability and Resilience

- system backups according to backup schedule
- hard disk mirroring
- use of uninterrupted power supply in computer centres
- protection of the computer centres by operators

4. Process for Regularly Testing, Assessing and Evaluating

- data protection obligation of Employees
- regular training of Employees (at least twice per year)
- appointment of an external data protection officer
- launch of data protection management
- checklists and logs ensuring timely response to requests of persons concerned

Appendix 3 - Subcontractors

To ensure data processing on the Principal's behalf, the *Contractor* makes use of performances of third parties processing data on its behalf (“Subcontractors”). This relates to the following company/companies:

Subcontractors	Adress	Type of Service
Hetzner Online GmbH	Industriestr. 25	Provider data center
	91710 Gunzenhausen	
	Germany	
Strato AG	Pascalstraße 10	Provider data center
	10587 Berlin	
	Germany	
netcup GmbH	Daimlerstr. 25	Provider data center
	76185 Karlsruhe	
	Germany	
Loumaris UG (haftungsbeschränkt)	Mühlenstr. 6	Server Administration Services
	06420 Könnern	
	Germany	
FastBill GmbH	Wildunger Str. 6	Softwaredienst zur Rechnungslegung
	60487 Frankfurt am Main	
	Germany	
Pipedrive OÜ	Paldiski mnt 80	CRM-System
	Tallinn 10617	
	Estland	
Google Ireland Ltd	Gordon House	Crashreports in Firebase Platform
	Barrow Street	
	Dublin	
Telekom Deutschland GmbH	Landgrabenweg 151	Cloud service for the provision of the MS Office package
	53227 Bonn	
	Germany	

Microsoft Ireland Operations, Ltd.	Attn: Data Protection	Microsoft Online services, Azure Cloud, MS Office
	One Microsoft Place South County Business Park	
	Leopardstown, Dublin 18, D18 P521	
1&1 Internet SE	Elgendorfer Straße 57	Provider data center
	56410 Montabaur	
	Germany	
TeamViewer GmbH	Jahnstr. 30	Support via Remote Desktop
	73037 Göppingen	
	Germany	
Stripe Payments Europe Ltd.	1 Grand Canal Street Lower	Payment provider
	Grand Canal Dock	
	Dublin	
Natalie Söll Vertrieb GmbH Zoho Partner Deutschland	Damaschkestr. 1	CRM-System
	95615 Marktrewitz	
	Deutschland	