

## **DATA PRIVACY OBLIGATIONS FOR KWS VENDORS**

1. The seller or service provider of any products or services (“Vendor”) to KWS-Seeds, Inc. or any of its subsidiaries, divisions, affiliates or business units (“KWS”) agrees to the following data privacy obligations:

- a) Vendor will only collect, use, retain, or disclose Personal Information for the contracted business purposes for which KWS provides or permits Personal Information access in accordance with KWS instructions and in accordance with all applicable state and federal data privacy laws and regulations, including but not limited to, the California Consumer Privacy Act, California Consumer Privacy Rights Act, and the Virginia Consumer Data Protection Act (“Data Privacy Laws”).
- b) “Personal Information” means any personally identifiable information or any other information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with an individual or as otherwise defined in any relevant Data Privacy Laws.
- c) Vendor will not collect, use, retain, disclose, sell, or otherwise make Personal Information available for Vendor's own commercial purposes or in a way that does not comply with Data Privacy Laws. If a law requires the Vendor to disclose Personal Information for a purpose unrelated to the contracted business purpose, the Vendor must first inform KWS of the legal requirement and give KWS an opportunity to object or challenge the requirement, unless the law prohibits such notice.
- d) Vendor will limit Personal Information collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the contracted business purposes or another compatible operational purpose.
- e) Vendor must promptly comply with any KWS request or instruction requiring the Vendor to provide, amend, transfer, or delete the Personal Information, or to stop, mitigate, or remedy any unauthorized processing.
- f) If the contracted business purposes require the collection of Personal Information from individuals on KWS' behalf, Vendor will always provide a legally compliant notice at collection that KWS specifically pre-approves in writing. Vendor will not modify or alter the notice in any way without KWS's prior written consent.

### 2. Assistance with KWS' Obligations

- a) Vendor will reasonably cooperate and assist KWS with meeting KWS' compliance obligations and responding to data subject access related inquiries, including responding to verifiable consumer requests, taking into account the nature of the Vendor's processing and the information available to the Vendor.
- b) Vendor must inform KWS immediately if it receives any complaint, notice, or communication that directly or indirectly relates to either party's compliance with Data Privacy Laws. Specifically, the Vendor must promptly notify KWS within five (5) working days after it receives a data access or deletion request.

### 3. Subcontracting

- a) Vendor may not use subcontractors to provide any of the contracted business services without prior written approval by KWS.
- b) For each authorized subcontractor used, Vendor will give KWS an up-to-date list disclosing:
  - The subcontractor's name, address, and contact information.

- The type of services provided by the subcontractor.
- The Personal Information categories disclosed to the subcontractor in the preceding 12 months.
- c) Vendor remains fully liable to KWS for the subcontractor's performance of Vendor's obligations hereunder.
- d) Upon KWS' written request, Vendor will audit a subcontractor's compliance with its Personal Information obligations and provide KWS with the audit results.