

DATA PROCESSING SCHEDULE

The Parties agree this Data Processing Schedule (**Schedule**) forms part of the Lovestock & Leaf Application Licence Agreement (**Agreement**) entered into between you and L&L Holdings Pty Ltd ACN 606 036 659 and/or Lovestock & Leaf APAC Pty Ltd ACN 606 036 444 (**us** and **we** as applicable).

1. Definitions

- 1.1.** In this Schedule, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:
- (a) **Applicable Laws** means the laws and regulations applicable to our processing of Personal Data under the Agreement, such as (a) European Union or Member State laws with respect to any Company Personal Data in respect to which Company is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Company Personal Data in respect to which Company is subject to any other Data Protection Laws;
 - (b) **Company Personal Data** means any Personal Data Processed by a Contracted Processor on behalf of a Company including any Personal Data of Company customers, employees or contractors (**Users**) pursuant to or in connection with the Agreement or any end user licence agreement between us and Users;
 - (c) **Contracted Processor** means us and/or a Subprocessor;
 - (d) **Data Protection Laws** means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
 - (e) **EEA** means the European Economic Area;
 - (f) **European Data Protection Laws** means (a) EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the EU GDPR and laws implementing or supplementing the EU GDPR, and (b) in respect of the United Kingdom, the Data Protection Act 2018 and the UK GDPR as incorporated into United Kingdom law by virtue of Section 3 of the United Kingdom's European Union (Withdrawal) Act 2018;
 - (g) **EU GDPR** means EU General Data Protection Regulation 2016/679;
 - (h) **Restricted Transfer** means (i) where the EU GDPR applies, a transfer of personal data from the EEA to a country outside of the EEA which is not subject to an adequacy determination by the European Commission, or (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country which is not subject to adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018.
 - (i) **Services** means the services and other activities to be supplied to or carried out for you by us or on behalf of us pursuant to the Agreement;
 - (j) **Standard Contractual Clauses** means (i) in respect of the EU GDPR, the standard contractual clauses annexed to the European Commission's implementing decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 (**EU Standard Contractual Clauses**) or (ii) where the UK GDPR applies, the standard data protection clauses for processors adopted pursuant to or permitted under Article 46 of the UK GDPR (**UK Standard Contractual Clauses**);
 - (k) **Subprocessor** means any person (including any third party, but excluding the employees of our sub-contractors) appointed by or on behalf us to Process Personal Data on behalf of you;
 - (l) **UK GDPR** means the Data Protection Act 2018 and the EU GDPR as incorporated into United Kingdom law by virtue of Section 3 of the United Kingdom's European Union (Withdrawal) Act 2018; and
 - (m) **You** means the entity that accepts/accepted the Agreement.
- 1.2.** The terms, **Commission, Controller, Data Subject, Member State, Personal Data, Personal Data Breach, Processing, Processor** and **Supervisory Authority** shall have the same meaning as in the EU GDPR or UK GDPR, as applicable, and their cognate terms shall be construed accordingly.
- 1.3.** The word **include** shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.
- ### 2. Processing of Company Personal Data
- 2.1. Role of Parties:** The Parties acknowledge that for the purposes of this Schedule, we act as a processor and you are the controller in relation to Company Personal Data. Where and to the extent we process personal data as a

controller, we will process such personal data in compliance with applicable Data Protection Laws and only clause 7 of this Schedule, to the extent applicable.

- 2.2. The Parties will comply with all applicable Data Protection Laws in the Processing of Company Personal Data.
- 2.3. We will only Process Company Personal Data on behalf of and in accordance with your relevant instructions and while carrying out our obligations under the Agreement, unless other processing is required by Applicable Laws to which the relevant Contracted Processor is subject.
- 2.4. Annex 1 to this Schedule sets out the following details:
 - (a) description of the types of Processing we will carry out and the types of Company Personal Data you will Process under this Agreement; and
 - (b) the types of Data Subjects your Company Personal Data relates to, andyou agree to update us (as soon as practicable) if the details in Annex 1 are incorrect or change.

3. Subprocessing

- 3.1. You authorise us to continue to use those Subprocessors already engaged by us as at the date of this Schedule, subject to our obligations at 3.3.
- 3.2. We shall give you prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor. If, within 10 days of receipt of that notice:
 - (a) you have not notified us in writing of any objections (on reasonable grounds) to the proposed appointment of that Subprocessor we will assume that you have consented to the appointment of that Subprocessor; or
 - (b) if you notify us in writing of any objections (on reasonable grounds) to the proposed appointment we shall not appoint (or disclose any Company Personal Data to) that proposed Subprocessor until reasonable steps have been taken to address the objections you raised and you have been informed of these reasonable steps.
- 3.3. With respect to each Subprocessor we shall:
 - (a) before the Subprocessor first Processes Company Personal Data (or, where relevant, in accordance with clause 3.2), carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Company Personal Data required by the Agreement;
 - (b) ensure that the arrangement between on the one hand (i) us or (ii) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Company Personal Data as those set out in this Schedule and meet the requirements of the EU GDPR and UK GDPR, as applicable.

4. Data Subject Rights

- 4.1. We shall:
 - (a) promptly notify you if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data;
 - (b) ensure that the Contracted Processor does not respond to that request except on your documented instructions, or as required by Applicable Laws to which the Contracted Processor is subject, in which case we shall, to the extent permitted by Applicable Laws, inform you of that legal requirement before the Contracted Processor responds to the request;
 - (c) implement appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligations under the Data Protection Laws; and
 - (d) where you require our assistance to respond to a request we will use commercially reasonable efforts to assist you and to the extent legally permitted, you shall be responsible for the costs arising from our assistance.

5. Security

- 5.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, we will implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in the EU GDPR and UK GDPR, as applicable.
- 5.2. In assessing the appropriate level of security we shall take into account the risks that are presented by Processing, in particular from a Personal Data Breach.

- 5.3. Personal Data Breach:** We shall notify you without undue delay, and in any event within 72 hours, if we become aware of, or suspect, a Personal Data Breach and on your reasonable request take such reasonable commercial steps as are directed by you to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

6. Data Protection Impact Assessment and Prior Consultation

- 6.1.** Upon your request and to the extent required by the EU GDPR or UK GDPR, as applicable, we shall provide reasonable assistance to you where you are fulfilling your obligations under the EU GDPR or UK GDPR, as applicable by carrying out a data protection impact assessment where:
- (a)** the assessment relates to the Processing of Company Personal Data; and
 - (b)** you reasonably require our assistance with prior consultations with Supervising Authorities or other competent data privacy authorities.

7. Restricted Transfers

- 7.1.** Subject to clause 7.3, you (as **data exporter**) and each Contracted Processor, as appropriate, (as **data importer**) hereby enter into the applicable Standard Contractual Clauses in respect of any Restricted Transfer from you to that Contracted Processor.

- 7.2.** For data transfers from the EEA where the EU Standard Contractual Clauses apply, the EU Standard Contractual Clauses will be deemed entered into (and incorporated into this Schedule by reference) and completed as follows:

- Module Two (Controller to Processor) of the EU Standard Contractual Clauses will apply where you are a controller of Company Personal Data, and we are processing Company Personal Data; or
- Module Three (Processor to Processor) of the EU Standard Contractual Clauses will apply where you are a processor of Company Personal Data, and we are processing Company Personal Data.

In relation to transfers of Customer Personal Data protected by the EU GDPR and processed in accordance with this Schedule, the EU Standard Contractual Clauses shall apply and be completed as follows:

- i. Module Two or Three will apply (as applicable);
- ii. in clause 7, the optional docking clause will apply;
- iii. in clause 9, option 2 will apply, and the time period for prior notice of Subprocessor changes shall be as set out in clause 3 of this Schedule;
- iv. in clause 11, optional language will not apply;
- v. in clause 17, option 1 will apply and the EU Standard Contractual Clauses will be governed by Irish law;
- vi. in clause 18(b), disputes will be resolved before the courts of Ireland;
- vii. Annex I of the EU Standard Contractual Clauses shall be deemed completed with the information set out in Appendix 1 to this Schedule, as applicable; and
- viii. subject to section 5 of this Schedule, Annex II of the EU Standard Contractual Clauses shall be deemed as completed with the information set out in Appendix 2 to this Schedule.

Where using the UK Standard Contractual Clauses, the relevant annexes or appendices of the UK Standard Contractual Clauses using the information contained in Annex 1 of this Schedule (as applicable).

- 7.3.** The Standard Contractual Clauses shall come into effect under clause 7.1 on the commencement of the relevant Restricted Transfer.
- 7.4.** Clause 7.1 shall not apply to a Restricted Transfer unless its effect, together with other reasonably practicable compliance steps (which, for the avoidance of doubt, do not include obtaining consents from Data Subjects), is to allow the relevant Restricted Transfer to take place without breach of applicable Data Protection Law.

8. Audit

- 8.1.** Subject to reasonable notice (not less than 14 days) and your reasonable request to demonstrate compliance with this Schedule we shall (subject to obligations of confidentiality):
- (a)** make available all information necessary; and
 - (b)** allow you or an independent auditor appointed by you to carry out audits, including inspections, in relation to the Processing of Company Personal Data by the Contracted Processors.

9. Deletion or return of Company Personal Data

- 9.1.** Upon termination or expiry of this Schedule, we shall destroy or return to you all Company Personal Data in our possession or control unless any Applicable Laws require that we retain Company Personal Data.

10. General Terms

- 10.1. Order of Precedence:** In the event of any conflict or inconsistency between the agreements entered into between the Parties the Standard Contractual Clauses shall prevail, then the Schedule, followed by the Agreement. This Schedule supersedes all previous discussions, negotiations, understandings, agreements and schedules in respect of data processing.
- 10.2. Obligations under the Agreement:** Subject to clause 10.1, nothing in this Schedule reduces the Parties' obligations under the Agreement and all clauses in the Agreement will continue to apply unless they conflict with the Applicable Laws, including but not limited to: governing law and jurisdiction, dispute resolution, limitation of liability.
- 10.3. Legal effect:** This Schedule is entered into and becomes a binding part of the Agreement with Effective Date on the date you accept online the Agreement and this Schedule which forms part of the Agreement.

EXECUTION

Executed by Lovestock & Leaf APAC Pty Ltd (ACN 606 036 444) in accordance with section 126 of the *Corporations Act 2001 (Cth)*, by its duly authorised agent:

Signature

Name (Print)

Position (Print)

Date

Executed by [insert] (Company Number [insert]) in accordance with its constituent documents and the laws of its place of incorporation

Signature of Director

Signature of Director

Name of Director (Print)

Name of Director (Print)

Date

Date

Annex 1 details of processing of company personal data

This Annex 1 includes certain details of the Processing of Company Personal Data as required by the EU GDPR and UK GDPR, as applicable.

1. Subject matter and duration of the Processing of Company Personal Data

- The subject matter and duration of the Processing of Company Personal Data are set out in the Agreement and this Schedule.

1. The nature and purpose of the Processing of Company Personal Data

- The nature and purpose of the Processing of Company Personal Data is further specified in the Agreement and as further instructed by you.

2. The types of Company Personal Data to be Processed

- The types of Company Personal Data to be Processed may include but is not limited to the following:
 - i. a Data Subject's name;
 - ii. a Data Subject's contact details, including email address, mailing address, street address and/or telephone number;
 - iii. a subset of the Data Subject's personal information shared with related third party applications where the Data Subject gives us permission to access this information;
 - iv. a Data Subject's credit card or payment details (through our third party payment processor);
 - v. a Data Subject's preferences and/or opinions which are voluntarily provided to us;
 - vi. a Data Subject's information voluntarily provided to us as part of market research or through customer surveys;
 - vii. details of products and services we have provided to a Data Subject and/or that the Data Subject has enquired about, and our response to that Data Subject;
 - viii. a Data Subject's browser session and geo-location data, device and network information, statistics on page views and sessions, acquisition sources, search queries and/or browsing behaviour;
 - ix. information about a Data Subject's access and use of our Site, including through the use of Internet cookies, a Data Subject's communications with our Site, the type of browser a Data Subject is using, the type of operating system a Data Subject is using and the domain name of a Data Subject's Internet service provider;
 - x. additional personal information that a Data Subject provides to us, directly or indirectly, through the Data Subject's use of our Site, associated applications, associated social media platforms and/or accounts from which the Data Subject permits us to collect information; and
 - xi. any other personal information requested by us and/or provided by a Data Subject or a third party.

3. The categories of Data Subject to whom Company Personal Data relates

- The categories of Data Subject to whom Company Personal Data relates are as follows:
 - i. The Company's contact person/s who we communicate with;

- ii. The Company's account holder for the Zendesk account used to purchase an application from us;
- iii. Employees or contractors of the Company who use our application and actively contact us (including a support request); and
- iv. Customers of the Company (where we are provided access to carry out a support request).

4. *Your obligations and rights*

- Your obligations and rights are set out in the Agreement and this Schedule.

Appendix 1

This Appendix forms part of the Standard Contractual Clauses.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data subjects

The personal data transferred concern the following categories of data subjects:

- as specified in the Agreement and Schedule.

Categories of data

The personal data transferred concern the following categories of data:

- as specified in the Agreement and Schedule.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data:

- as specified in the Agreement and Schedule.

Processing operations

The personal data transferred will be subject to the following basic processing activities:

- activities reasonably required for the provision of the services or authorised by you.

Appendix 2

Description of the technical and organisational security measures implemented by the data importer in accordance with the EU Standard Contractual Clauses or UK Standard Contractual Clauses, as applicable

We take technical and organisation security measures to protect the Company Personal Data which we Process.

Details of these technical and organisational security measures can be found here: <https://www.lovestockleaf.com/security/security-policy.html>