

JAN 2026

DATA PROCESSING AGREEMENT

Version SAAS V2



Annex 6 – Data Processing Agreement

1. General

- 1.1. This Data Processing Agreement is part of the Agreement between OVO-Vision (the processor) and Customer (the data controller).
- 1.2. This Data Processing Agreement applies to the processing of personal data by OVO-Vision when providing the services to Customer as agreed by the Parties in the Agreement.
- 1.3. Terms defined in the Agreement have the same meaning in this Data Processing Agreement as in the Agreement. Terms defined in the General Data Protection Regulation (EU) 2016/679 (the GDPR) have the same meaning in this Data Processing Agreement as in the GDPR.

2. Processing of personal data

2.1. Customer, acting as data controller, will:

- (a) ensure that its intended processing and its use of the services complies with the GDPR and other applicable laws and regulations. It will not give instructions to OVO-Vision that are contrary to the GDPR or other applicable laws and regulations; and
- (b) provide the information required by the GDPR on the processing of personal data in the performance of the services to the data subject.

2.2. OVO-Vision, acting as processor, will:

- (a) process personal data only in accordance with Customer's instructions for the following purposes: (i) to provide the services under the Agreement and (ii) to comply with other reasonable instructions from Customer (e.g. via email) provided such instructions are in accordance with the Agreement. OVO-Vision, as a processor, will not process personal data for its own purposes;
- (b) notify Customer without unreasonable delay if it considers that an instruction from Customer is contrary to law, or if it cannot comply with the instruction;
- (c) ensure that persons engaged by it to process personal data are contractually obliged to keep such personal data confidential;
- (d) take the appropriate technical and organisational measures in Appendix III to ensure a risk-appropriate level of security, as required under Article 32 GDPR;
- (e) taking into account the nature of the processing, take appropriate technical and organisational measures to assist Customer, to the extent possible, in fulfilling its duty to respond to data subjects' requests to exercise their rights under Chapter III of the GDPR;



- (f) taking into account the nature of the processing and the information available to OVO-Vision assist Customer, if necessary, in complying with the obligations under Articles 32 to 36 of the GDPR;
 - (g) upon expiry of the services or termination of the Agreement (i) cease using all personal data, and (ii) delete all personal data from its hardware and storage media;
 - (h) Provide Customer with all information reasonably necessary to demonstrate compliance with the obligations under this Data Processing Agreement, including, if necessary, allowing audits and inspections by Customer or a third party nominated by Customer and approved by OVO-Vision;
 - (i) Inform Customer without unreasonable delay as soon as OVO-Vision becomes aware of a personal data breach and provide it with the information referred to in Article 33(3) GDPR to the extent known to OVO-Vision;
 - (j) take reasonable measures to address a personal data breach and mitigate any adverse effects; and
 - (k) transfer personal data to a third country only if the conditions for transfer from Chapter V of the GDPR are met, such as the provision of appropriate safeguards as referred to in Article 46 GDPR.
- 2.3. Customer agrees that OVO-Vision may engage other processors (sub-processors) to provide the services under the Agreement. OVO-Vision shall ensure that all sub-processors it engages are bound by a processor agreement that contains no less protective conditions regarding the processing of personal data than the conditions contained in this Data Processing Agreement. OVO-Vision shall inform Customer of the identity of the sub-processors it intends to engage prior to the start of processing for the provision of the services. If Customer does not wish to approve a sub-processor, it must terminate the Agreement at its own expense and risk.
- 2.4. Customer has already authorised the use of the sub-processors listed in Appendix III.
- 2.5. OVO-Vision remains responsible and liable for the actions of sub-processors engaged by it as if OVO-Vision had performed those actions itself.

3. Miscellaneous

- 3.1. All limitations of liability set out in the Agreement shall apply mutatis mutandis to any contractual or non-contractual liability of a Party arising out of or in connection with this Data Processing Agreement.
- 3.2. This Data Processing Agreement ends by operation of law when the Agreement ends.
- 3.3. This Data Processing Agreement and any non-contractual obligation arising out of or in connection with the Data Processing Agreement shall be governed exclusively by Dutch law.



APPENDIX I - DESCRIPTION OF PROCESSING

Scope, purpose and duration of processing

Provision of services under the Agreement, for the duration of such services agreed between OVO-Vision and the Customer

Categories of personal data

- Names
- Contact details
- Data linked to the previous categories of personal data, such as:
 - o Company numbers
 - o Animal data
 - o Animal-related events
 - o Animal production data
 - o Farmer business data
 - o Environmental data

Categories of data subjects

- Farmers
- Contact persons of Customer



Annex 7 – Additional contract terms and conditions

No additional terms and conditions

