

# THE CAMPBELL'S COMPANY DATA PROCESSING ADDENDUM

## CONTROLLER TO PROCESSOR

### 1. Definitions

1.1 In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1.1 **"Applicable Data Protection Laws"** mean all laws, rules, or regulations, worldwide, relating to data protection and data privacy that apply to either party, including to the extent they apply, but not limited to, the California Consumer Privacy Act, as amended by the California Privacy Rights Act of 2020, and its implementing regulations, the Connecticut Data Privacy Act, Ct. Stat. § 42-515 *et seq.*, the Colorado Privacy Act, Colo. Rev. Stat. § 6-1-1301 *et seq.*, and the Virginia Consumer Data Protection Act, Va. Code § 59.1-571 *et seq.*, the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") and equivalent requirements in the United Kingdom such as the Data Protection Act of 2018 and the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) ("UK Data Protection Law").

1.1.2 **"Company Data"** means any Personal Information Processed by Vendor on behalf of Company pursuant to or in connection with the Agreement;

1.1.3 **"Personal Information"** means any information that identifies, relates to, describes, is linked to, reasonably capable of being associated with, or could reasonably be linkable, directly or indirectly, with an identified or identifiable individual or household, as well as other information defined as "personal information" or "personal data" under Applicable Data Protection Laws. Personal Information includes "sensitive personal information" or "sensitive data" under Applicable Data Protection Laws. The categories of Personal Information that are being processed and the categories of individuals to whom the Personal Information relates are further described in **Appendix 1**;

1.1.4 **"Process"** or **"Processing"** means any operation or set of operations which is performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction; and

1.1.5 **"Services"** means the services and other activities to be supplied to or carried out by or on behalf of Company by Vendor pursuant to the Agreement.

- 1.1.6 The word **“include”** shall be construed to mean including, without limitation, and cognate terms shall be construed accordingly.
- 1.1.7 **“Security Breach”** means an event where Client Data has been, or Vendor believes or suspects that it has been, acquired, destroyed, modified, used, disclosed, or accessed by any person in an unauthorized manner or for an unauthorized purpose.
- 1.1.8 **“Vendor Personnel”** means any employee, agent, contract employee, independent contractor, subcontractor, or other third party acting on behalf of Vendor that is engaged, in some form, in the Processing of Company Data.
- 1.1.9 **“Standard Contractual Clauses”** refers to one or both of the following, as the context requires:
- 1.1.9.1 For Personal Data subject to the UK Data Protection Law, the “UK Addendum to the EU Standard Contractual Clauses” (“UK Addendum”) issued by the Information Commissioner’s Office under s.119A(1) of the Data Protection Act 2018, available at: <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf> and completed as described in the “Data Transfers” section below;
- 1.1.9.2 For Personal Data subject to the GDPR, the “2021 Standard Contractual Clauses,” defined as the clauses issued pursuant to the EU Commission Implementing Decision (EU) 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 of the European Parliament and of the Council, as may be amended from time to time, available at [http://data.europa.eu/eli/dec\\_impl/2021/914/oj](http://data.europa.eu/eli/dec_impl/2021/914/oj) and completed as described in the “Data Transfers” section below.

## **2. General Provisions**

- 2.1 The terms used in this Addendum shall have the meanings set forth in this Addendum. Except as modified below, the terms of the Agreement shall remain in full force and effect.
- 2.2 In the event of a conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control.
- 2.3 Except where the context requires otherwise, references in this Addendum to the Agreement are to the Agreement as amended by, and including, this Addendum.
- 2.4 The parties acknowledge and agree that Company acts as a “data controller,” “controller,” or “business,” and Vendor acts as a “data processor,” “processor,” or “service provider,” as those terms are defined in Applicable Data Protection Laws, that Company controls the purposes and means of processing the Company Data, and that Vendor processes such Company Data in accordance with the Company’s instructions as set forth in the Agreement and this Addendum. Pursuant to, and as more fully described in the Agreement, Vendor provides the Company certain Services involving the processing of Company Data.
- 2.5 Vendor represents and warrants that it will Process Company Data in compliance with Applicable Data Protection Laws at all times. Vendor shall ensure that, at all relevant times during the Term of the Agreement, all Vendor Personnel engaged in the Processing of Company Data are subject to enforceable obligations to maintain the confidentiality of such Company Data and to comply with the other relevant obligations and restrictions of this Addendum. Vendor shall notify Company in writing no later than five (5) business days after Vendor determines that it can no longer comply with Applicable Data Protection Laws;
- 2.6 If Vendor shares Personal Information with Company, it is doing so lawfully in compliance with Applicable Data Protection Laws, with adequate notice and/or consent of the data subjects; and
- 2.7 If Vendor processes Personal Information independent of its relationship with Company as an independent controller, Vendor agrees to the transfer of any such data utilizing Standard Contractual Clauses and/or any other mechanism to the extent required by Applicable Data Protection Laws.
- 2.8 Vendor is subject to a duty of confidentiality when processing Company Data. Vendor shall ensure that each person processing Company Data is subject to a duty of confidentiality with respect to the data.

Company shall determine the purpose and means of any Processing of Company Data pursuant to the Agreement and this Addendum. Vendor shall Process Company Data in accordance with Company's instructions.

2.9 The provisions of this Addendum are in addition to, and without limitation of, any other restrictions, protections or obligations imposed upon Vendor with respect to Company Data under the Agreement.

2.10 The terms in this Addendum shall survive for so long as Vendor Processes or has access to any Company Data or Company information systems.

**3. Data Ownership.** Company shall at all times remain the sole owner of the Company Data. Vendor may retain Company Data only for the period of time required for Vendor to perform the Services or provide the Products, or such longer period if required by applicable law, required pursuant to the Agreement or requested in writing by Company. Upon termination or expiration of the Agreement for any reason, at any time upon Company's written request, or when retention is no longer permitted by Applicable Data Protection Laws, Vendor shall promptly return all Company Data to Company in the form provided or in a reasonable form requested by Company. Vendor will never refuse for any reason, including Company's material breach of this Agreement, to provide Company with the Company Data in accordance with this paragraph.

**4. Processing Instructions:**

4.1.1 Vendor shall not sell or share Company Data to any third party for monetary or other valuable consideration.

4.1.2 Vendor shall Process Company Data only for the specific business purpose described in **Appendix 1**. Vendor is solely responsible for completing Appendix 1, and promptly providing Company with an updated Appendix 1 should the scope of data processing change.

4.1.3 Vendor shall not combine Company Data that Vendor receives from, or on behalf of, the Company with Personal Information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with any consumer unless required to do so by Applicable Data Protection Laws.

4.1.4 Vendor shall grant Company the right to take reasonable and appropriate steps to ensure Vendor is processing Company Data in a manner consistent with this Addendum and Applicable Data Protection Laws.

4.1.5 If Vendor engages a sub-processor, it will impose contractual terms on the sub-processor that provide at least the same level of protection for Company Data as Vendor is required to perform with respect to Company Data compliant with applicable Applicable Data Protection Laws. To the extent permitted by

Applicable Data Protection Laws, Vendor may change or add sub-processors, after providing Company with a reasonable opportunity to object to any such proposed change.

- 4.1.6 Vendor shall not share, rent, release, disclose, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Company Data to a third party for cross-contextual behavioral advertising or targeted advertising purposes, as defined by Applicable Data Protection Laws.
- 4.1.7 Upon receipt of a request from a verified data subject regarding Company Data ("Request"), Vendor shall inform Company of the Request and instruct the data subject to submit the Request directly to Company via the means listed at <https://www.thecampbellscompany.com/privacy-policy/>.

## **5. Cooperation.**

- 5.1.1 Vendor shall grant Company the right, upon notice, to take reasonable and appropriate steps to stop and remediate Vendor's unauthorized processing of Company Data.
- 5.1.2 To the extent required by Applicable Data Protection Laws, Vendor agrees to allow for and cooperate with reasonable assessments by the Company, including audits and inspections by the Company or its designee or at Vendor sole option, Company agrees that Vendor may, obtain an annual third-party independent audit at Vendor's cost for this purpose, and make available to the Company all information reasonably required to demonstrate Vendor's compliance with Applicable Data Protection Laws.
- 5.1.3 Vendor will notify Company promptly if Vendor becomes or reasonably believes it may become a party to claims or investigations relating to Vendor's Processing of Company Data. Vendor will cooperate fully with Company in responding to such claims or investigations.
- 5.1.4 Vendor will cooperate fully with Company with respect to, and facilitate Company's response to, all individual requests to exercise rights under Applicable Data Protection Laws with respect to Personal Information in Vendor's control (such as a request to know, access, delete, or opt-out of certain processing activities). Without limitation, Vendor will promptly provide any information requested by Company relating to Vendor's Services and/or Processing of Company Data which is reasonably necessary for Company to respond to privacy-related requests.

6. **International Data Transfers.** Vendor shall only make international transfers of Company Data with the prior written consent of Company. Where such consent is provided by Company and where relevant, Vendor shall do so following the execution of the Standard Contractual Clauses in the form approved by the European Commission or another applicable supervisory authority from time to time or such equivalent data transfer agreements or arrangements in compliance with Applicable Data Protection Laws.
7. **Data Security, Retention and Destruction Requirements.** Vendor represents and warrants that it has implemented and will maintain appropriate administrative, technical and physical safeguards that meet or exceed the requirements set forth in the **Campbell's Data Security Requirements**.

**APPENDIX 1**

**TO THE DATA PROCESSING ADDENDUM**

**DESCRIPTION OF PROCESSING ACTIVITIES**

**A. Categories of Data Subjects**

*Categories of data subjects whose personal data is transferred and processed [Insert “X” to the left to indicate the categories in scope]*

Insert “X” below	Category of Data Subjects
	Campbell’s Employees
	Campbell’s Job Applicants
	Vendor Employees
	Consumers – no current affiliation with Campbell’s or Vendor
	Other [describe]:
	Other: [describe]

**B. Categories of Personal Information**

*Categories of Personal Information transferred and processed [e.g.. name, email address, date of birth, etc.] Please included any additional data categories not listed below.*

Insert “X” **to the left** of the category if the Vendor will have access to this information (regardless of whether Vendor is sharing it with Company or not).

Insert “X” below	Category of Personal Data	Insert “X” below	Category of Personal Data
	Consumer Name		Usage Data - log-in timestamps
	Consumer mailing address		Live Events Attended
	State		Linked Accounts (Social Media)
	Postal Code		Device Operation Systems (i.e. IOS)
	Country		Race
	Email Address		Ethnicity

	Gender		Sexual orientation
	Date of Birth		Religious affiliation
	Social Security # or Gov ID		Health/Medical Information
	Driver's License #		Credit Card/Payment Info
	Telephone #		Trade Union Membership
	User ID		Political affiliation or preferences
	Account password		biometric data (i.e. fingerprint ID, facial recognition)
	Specific Geolocation (Lat/Long, GPS)		Employment Information (i.e. compensation, benefits information)
	General Geolocation (IP or WiFi)		User Generated Content (i.e. chat communications, customer support)
	Business contact information		Marital Status
	Preferred language		Criminal Record
	Recorded Telephone Calls or Videos		Device Model Information (i.e. iPhone, Android)
	IP Address		Other:
	Device ID		Other:
	Advertising ID		Other:

### C. Business Purpose for Processing of Personal Information

*Please describe the business purpose in box below:*

Company is permitting the disclosure of Company Data to the Vendor only for the foregoing limited business purpose(s).

### D. Vendor Contact Information for Managing Data Subject Privacy Requests:

Email address: \_\_\_\_\_