

If you are CHS Vendor and a data processor under the GDPR, CHS requires that you enter into a data processing agreement (DPA). Our GDPR compliant DPA is attached and ready for your signature in accordance with the instructions below.

HOW TO EXECUTE THIS DPA:

1. This DPA consists of several parts:
 - a. the main body of the DPA
 - b. Annex 1- Details of Data Processing
2. To complete this DPA, Vendor must populate the applicable areas and sign the DPA signature boxes as the **Processor or Data Importer**.
3. Send the completed and signed DPA to your CHS Relationship Manager.
4. If you have any questions or concerns please email your CHS Relationship Manager or privacy@chsinc.com.

5. SUB-PROCESSORS

5.1 Processor shall give Controller prior written notice which includes email notice to privacy@chsinc.com, of the appointment of any Sub-processor, including full details of the Processing to be undertaken by the Sub-processor. Processor shall not appoint any Sub-processor except with the prior written consent of Controller.

5.2 Controller acknowledges and agrees that (i) Processor Affiliates may be retained as Sub-processors; and (ii) Processor may engage third-party Sub-processors in connection with the provision of the Services. Any such Sub-processors will be permitted to obtain Controller Personal Data only to deliver the services Processor has retained them to provide, and not for any other purpose.

be a live-staffed help desk) who will serve as C primary security contact and be available to assist Controller 24 hours per day, seven days per week as a contact in resolving obligations associated with any actual or suspected Security Breach.

In the case of any actual or suspected Security Breach, the following provisions will apply.

8. RETURN AND DELETION OF CONTROLLER DATA

8.1 Return or other Provision of Personal Data. At the termination or completion of services in connection with which Supplier holds Personal Data, Processor will, at C option and upon request made by Controller within 30 days after such termination or completion, provide to Controller, in industry-standard electronic form, such Personal Data as Processor holds as of the time immediately before termination or completion. If the relevant agreement associated with such services does not provide for compensation for such provision of Personal Data and does not require provision of such Personal Data at no charge to Controller, Controller will pay to Processor the actual cost of media and personnel necessary to provide the Personal Data as required by in this section.

8.2 Deletion and Destruction of Personal Data. If and when Processor is required to destroy Personal Data, Processor will destroy such Personal Data using methods at least as complete and reliable as those contained in NIST Special Publication 800-88, as amended, or its successor document. Where Processor is permitted to retain Personal Data in de-identified or anonymized form, Processor will de-identify and anonymize the Personal Data according to NISTIR 8053, as amended, or its successor document or,

12. LEGAL EFFECT

This DPA shall only become legally binding between Controller and Processor when signed by both parties. If this document has been electronically signed by either party such signature will have the same legal affect as a hand-written signature.

Agreed for and on behalf of Processor

Signed: _____

Name: _____

Title: _____

Date: _____

Processor Data Protection Officer Contact Information, if applicable

Name: _____

Email Address: _____

Phone Number: _____

Agreed for and on behalf of CHS Inc.

Signed: _____

Name: _____

Title: _____

Date: _____

Types of Personal Data Processed (Check all that apply):

Identification and contact data (name, address, telephone, email address, personal identification number etc.)

Electronical localization and identification data (GPS, mobile phone, IP addresses and cookies etc.)

Financial specifications (income, transactions, credit information, taxation information etc.)

Human resources data

Physical data (size, weight, height etc.)

Psychological data (personality, character etc.)

Consumer interests, leisure, behavior and habits

Education, training

Profession and position/role

Image, video and/or sound recordings or streaming

Personal characteristics (age, gender, marital status, family composition, etc.)

Memberships

Household and residential related data and features

Property information (vehicle owner, real property owner etc.)

Legal information (judgments, court- and authority decisions etc.)

Other types of Personal Data: ____

List Specific Data Elements Processed: _____

Types of Sensitive Personal Data Processed (Check all that apply):

Genetic data

Biometric data (facial images, finger prints etc.)

Health data

Racial or ethnic data

Political opinions

Religious or philosophical beliefs

Trade union membership

Sex life or sexual orientation data

Criminal convictions and offences data

Categories of Data Subjects whose Personal Data is Processed (Check all that apply):

CHS employees, consultants and representatives

Customers

Consumers

Suppliers

Children

Other, please fill in category here: _____

The Obligations and Rights of the Controller and Controller Affiliates (Choose One):

The obligations and rights of Controller and Controller Affiliates are set out in the Agreement and the DPA, including any Annex, Appendix or Schedule to the DPA.

If the obligations and rights of Controller and Controller Affiliates are set out elsewhere or in any other agreement, then please specify here: _____