

Data Use and Privacy Policy

Carbon A List, LLC d/b/a Transform Ag

This Data Use and Privacy Policy (“Policy”) describes how Carbon A List, LLC d/b/a Transform Ag (“Carbon A List,” “Transform Ag,” “we,” “us,” “our”) collects, uses, protects, and shares Data in connection with the USDA Advancing Markets for Producers Initiative, Grant No. NR233A750004G052 (“Grant”). This Policy applies to all Data, as defined herein, you provide as part of your application for, prospective enrollment in, or enrollment in a Grant program. In this Policy, “you” and “your” refer to each agricultural producer, landowner, or operator (“Producer”) who applies for, is prospectively enrolled in, or participates in a Grant program.

This Policy constitutes the written description required under Amendment 07 to Grant No. NR233A750004G052, (“AMD 07 Additional Provisions”) regarding how your information, including but not limited to Data about your farm and commodities, will be utilized, protected, and shared. You are entitled to receive this Policy before enrolling in any Grant program. Transform Ag shall provide this Policy to you in writing (which may be electronic) and shall obtain your written acknowledgment of receipt before collecting any Data from you or enrolling you in a Grant program.

- Transform Ag may modify this Policy from time to time. Material changes—including changes to the categories of Data collected, the purposes for which Data is used, or the parties with whom Data is shared—shall be communicated to enrolled Producers in writing at least thirty (30) days before such changes take effect. Material changes to the categories of Data collected, the purposes for which Data is used, or the parties with whom Data is shared shall require affirmative written consent from the Producer before taking effect with respect to that Producer’s Data. Non-material administrative updates (such as corrections of typographical errors, formatting changes, or updates to contact information) may be made at Transform Ag’s discretion, and the most recent version of this Policy shall be made available to Producers upon request.
- This Policy does not cover the practices of companies and persons who have not agreed to this Policy, including entities we do not own, control, or manage. Transform Ag is not responsible for the data practices of third parties, including any third parties with whom we may share your Data as described in this Policy.

By providing Data to or participating in a Grant program, and in any other interactions you may have with us, you acknowledge that you have received, read, and understood this Policy, and you consent to the collection, use, and sharing of your Data as described in this Policy. You may withdraw your consent at any time by providing written notice to Transform Ag, subject to Transform Ag’s obligations to retain certain Data to comply with applicable law and Grant requirements. However, withdrawal of your consent may constitute a violation of your agreement under the Grant and may impact your eligibility for, or continued participation in, the Grant program, including any obligation to repay funds received.

Data Collection

We gather and analyze various types of Data from our users or prospective users, including Personal Data and on-farm Agricultural, Environmental, and Financial Data as defined in the

AMD 07 Additional Provisions (collectively, “Data”). Data may be collected directly by Transform Ag or on our behalf by authorized service providers operating under contractual data protection obligations consistent with this Policy. We collect this Data in order to establish the eligibility of prospective participants, manage our relationship with participants, conduct analysis to provide payment estimates and quantify environmental outcomes, contract with participating producers, provide payments per the terms of our agreements, complete environmental evaluations (including CPA-52 worksheets) required under the Grant, and satisfy federal reporting requirements.

Data we collect and how we collect it includes the following:

- **Electronic Collection:** When you use our online platforms or electronic services, we may gather and store certain information about your visit automatically. This can include Data about crops, livestock, machinery, and other farm-related details, including but not limited to farm names, field names, field acreages, digitized field boundaries or maps, and crop and field information such as planting date, crop rotations, fertilization rates, seeding type and rates, row spacing, yield goal, tillage type, residue management, manure applications, and other field-level operational data necessary to compute environmental outcomes.
- **Self-Reported Collection:** We may collect Data that you voluntarily provide to us, including through questionnaires, enrollment forms, producer surveys, or other instruments in which you directly report information about your operation, practices, or production. Self-reported Data is subject to the same protections as all other Data under this Policy.
- **Physical Collection:** We may also collect Data during on-site visits (including visits required for CPA-52 environmental evaluations), surveys, or through physical forms that you fill out. We will make reasonable efforts to provide advance notice of on-site visits where practicable. Data collected may include soil samples, crop yields, and other tangible Data. Producers may request a summary of Data categories collected from their property upon written request.
- **Personally Identifiable Information (“PII”):** We do not collect any personally identifiable information without your prior written consent, which may be provided electronically or in physical form. PII may include: authentication details, including user ID, password used to access our services; communication records; contact details, including your name, title, home address, company name, company address, phone number, email address, and mobile number; device and electronic information when you access our services; identification information used to verify your identity, including Social Security Number and/or Employer Identification Number, date of birth, and proof of address; and service usage Data.
- **Section 1619 Protected Information:** Certain Data collected under this Grant is protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (7 U.S.C. 8791) (“Protected Information”). Protected Information includes, but is not limited to: state identification and county numbers; producer or landowner name, business address, phone number, Social Security Number, and similar personal identifying information; farm, tract, field, and contract numbers; production shares and share of acres for each Farm Serial Number field; acreage information including crop

codes; all attributes for Common Land Units in USDA's Geospatial Information System; any photographic, map, or geospatial Data that, when combined with other maps, can be used to identify a landowner; and location of conservation practices. Transform Ag is legally bound to comply with Section 1619 and shall not disclose Protected Information except as permitted by law.

- **Processor Partner Data:** We may receive Data about you or your operation from processor partners, aggregators, or other entities in the agricultural supply chain with whom you have a relationship and who have obtained your consent or are otherwise authorized to share such Data with us. Data received from processor partners is treated as Data under this Policy and is subject to the same use, sharing, and protection obligations described herein.
- **Methods:** To improve our services to you and meet the Grant program objectives, we may also use methods in addition to Data you provide directly to us, including:
 - Cookies and similar technologies: when you visit our website or use any of our mobile applications, we may employ cookies and similar technologies to collect information about your usage patterns, preferences, and device information. You may disable cookies through your browser settings, though this may limit certain functionality of our services.
 - Monitoring of platforms and services: if you use any of our platforms, we may collect Data on your platform usage.
 - Third-party sources: other organizations may provide us with access to specific Data they have collected from you on our behalf, or if you are a customer of a third party with whom we have a relationship, we may receive information from them. See the Data Sharing and Disclosure section of this Policy.

Producer Data Access

As required by the AMD 07 Additional Provisions, each Producer shall have convenient access to any Data collected from that Producer or that Producer's land and any associated modeling performed as part of the project. Upon reasonable request, Transform Ag shall provide a copy of such Data in a commonly used electronic format within thirty (30) calendar days of such request. This right of access is in addition to any other Data rights described in this Policy.

Data Use

Depending on the Grant program in which you are enrolled, the specifics of that program, and where you are located, the purposes for which your Data will be used include:

- Processing enrollment applications for Grant programs
- Verifying your identity and eligibility, including Farm Service Agency farm records (AD-2047) and Highly Erodible Land and Wetland Conservation certifications (AD-1026)
- Providing standard or personalized services to you and performing on our agreements with you
- Completing environmental evaluations (CPA-52 worksheets) and related consultations required under federal law

- Quantifying environmental outcomes and computing payment estimates through modeling
- Compliance with laws that apply to us and with Grant reporting requirements
- Defending ourselves and bringing claims concerning legal proceedings
- Safeguarding and securing our systems and operational environments

We understand the sensitive nature of farming Data. All information, whether collected electronically or physically, is stored securely using industry-standard encryption and access controls, and is accessible only to authorized personnel who have a demonstrated need to know the information to perform work under the Grant and who have executed appropriate confidentiality agreements.

We employ stringent security measures to prevent unauthorized access, alteration, or dissemination of your Data.

Transform Ag shall use Protected Information only to perform work that is directly connected to the Grant. Use of Protected Information to perform work that is not directly connected to the Grant is expressly prohibited.

Use of Data for purposes not listed in this section requires separate written authorization from the Producer. Transform Ag may request such authorization through a separate, voluntary consent instrument (the “Voluntary Authorization for Commercial Use of Data”) delivered independently from the enrollment process. A Producer’s decision to grant or withhold such authorization shall have no effect on the Producer’s enrollment, eligibility, or payment under the Grant.

Data Sharing and Disclosure

We only share farming Data with another entity if it directly relates to the Grant reporting requirements for which we are collecting this information, or to facilitate a service we are providing to you, or as otherwise required by law. This could include circumstances where an organization obtained your written consent to share Data in a previous agreement and seeks Data to provide your services, or where we need to seek Data to facilitate Grant-related services.

Transform Ag retains the right to share and license aggregated Data that does not include PII and does not identify any individual owner, operator, or producer or any specific Data gathering site, subject to federal regulations and Grant restrictions. Before relying on the statistical or aggregate Data exception under Section 1619(b)(3), Transform Ag shall consult with USDA to confirm that the proposed disclosure qualifies. Permitted purposes include:

- Collaboration with third-party agricultural experts or services to enhance our offerings
- Publishing results of the Grant and specific programs
- Reporting required information to federal, state, or local governments
- Development, promotion, and expansion of markets for agricultural commodities produced, funded, or supported by the Grant, incentivized, or otherwise supported in connection with the Grant (including but not limited to commodities produced using conservation practices funded or supported by the Grant or its predecessor Partnerships for Climate-Smart Commodities program), to the extent permitted under the Grant and consistent with applicable USDA program requirements

Transform Ag may separately offer Producers the opportunity to authorize the use of their identified or identifiable Data for commercial purposes beyond those directly connected to the Grant, including supply chain analytics, market development, and sustainability certification activities. Any such authorization will be obtained through a separate, voluntary consent instrument (the “Voluntary Authorization for Commercial Use of Data”) delivered independently from the enrollment process. A Producer’s decision to grant or withhold commercial Data consent will have no effect on the Producer’s enrollment, eligibility, or payment under the Grant. Data authorized for commercial use will be maintained in a Data environment separate from Grant program Data. For additional information, contact Transform Ag at the address listed in the Contact section of this Policy.

Prohibition on Foreign Data Transfers

Transform Ag shall not transfer any Data collected under the Grant to foreign governments or foreign entities without prior written approval from USDA. To the extent Transform Ag utilizes third-party cloud or data storage providers, Transform Ag shall implement commercially reasonable measures to restrict unauthorized foreign government access to such Data, consistent with applicable U.S. law. This prohibition applies to all forms of data transfer, including electronic transmission, physical delivery, and access granted through shared platforms or cloud-based systems hosted outside the United States.

Data Retention

Depending on the Data collected and Grant program requirements, we will retain and dispose of Data as follows:

- Physical samples, such as soil or crop samples, may be stored for a duration necessary for analysis and thereafter shall be disposed of securely.
- Electronic Data shall be retained for a minimum of three (3) years from the date of submission of the final expenditure report for the Grant, or such longer period as required by 2 CFR 200.334, for the duration of any litigation, claim, or audit started before the expiration of the retention period, or any other applicable federal requirement. Subject to the Post-Award Data Obligations described below with respect to Section 1619 Protected Information, Electronic Data that is not Protected Information may be securely deleted after the applicable retention period has expired and all audit, litigation, and claim matters have been resolved.
- Section 1619 Protected Information shall be governed by the Data destruction and return requirements described in the Post-Award Data Obligations section of this Policy.
- Data may require retention beyond the term of the Grant or the Grant program agreement to satisfy federal regulations and Grant requirements. Transform Ag shall not destroy records relevant to a pending audit, litigation, or claim until the matter has been fully resolved.

Post-Award Data Obligations

Upon the Grant’s period of performance end date, use of Section 1619 Protected Information for any purpose is expressly prohibited. Transform Ag shall, within thirty (30) days of the Grant’s period of performance end date, destroy or return to USDA FPAC (USDA Farm Production and

Conservation Business Center) all Protected Information provided under the Grant and shall provide to FPAC written certification, signed by an officer of Transform Ag, that the Protected Information (paper copy, electronic copy, or both) has been properly destroyed, removed from all electronic storage media including backups and archives, or both, and that no copies have been retained.

This obligation is subject to the record retention requirements of 2 CFR 200.334. Where a conflict exists between the destruction obligation and the record retention obligation, Transform Ag shall consult with USDA to determine the appropriate course of action. In no event shall Protected Information be used for any purpose not directly connected to the Grant after the period of performance end date.

Data Security

We use technical, administrative, and physical security safeguards and other reasonable security measures to protect your Data against loss, misuse, interference, unauthorized access, modification, or disclosure, consistent with the requirements of 2 CFR 200.303. We seek to provide a secure online environment for your Data, but please be aware that, despite our ongoing efforts, no security measures are perfect or impenetrable. Moreover, we are not responsible for the security of information you transmit over networks that we do not control, including internet and wireless networks.

Transform Ag internally restricts access to Protected Information to only those individuals who have a demonstrated need to know the Protected Information to perform work under the Grant. All managers, supervisors, employees, contractors, agents, and representatives of Transform Ag are notified of the requirements of Section 1619, and periodic reminders are provided throughout the organization.

Automated Processing and Modeling

Transform Ag may use automated analytical tools, statistical models, or machine learning technologies to analyze Data for purposes such as quantifying environmental outcomes, computing payment estimates, and supporting Grant program objectives. These tools are used to assist in understanding and interpreting Data and do not autonomously make decisions regarding Producer eligibility, enrollment, payment amounts, or any other consequential determination affecting a Producer. All such determinations are made or reviewed by authorized Transform Ag personnel.

If Transform Ag begins using automated tools as a primary basis for decisions concerning Producer eligibility, enrollment, or payment amounts, Transform Ag shall update this Policy and notify enrolled Producers in accordance with the modification provisions of this Policy. To the extent required by applicable state or federal law, Transform Ag shall provide Producers with information regarding the use of automated processing in connection with decisions that affect them.

Breach and Privacy Incident Notification

Transform Ag shall immediately notify USDA, but in no event later than two (2) hours from suspicion, discovery, or notification of a suspected or confirmed Privacy Incident (as defined in FPAC GTCs Section Y) relating to PII provided under the Grant. Notification to USDA includes

communicating in writing with the Program Office and emailing the USDA FPAC Privacy Officer at sm.fpac.privacy.office@usda.gov, or such other contact information as USDA may designate in writing from time to time.

Transform Ag shall investigate any Privacy Incident emanating from the Grant involving PII. At minimum, the investigation shall include: (1) date of incident, state of occurrence (if applicable); (2) type of PII involved; (3) number of individuals whose information was exposed; (4) breach/incident method (mail, email, etc.); and (5) mitigation efforts to manage the incident. Transform Ag is responsible for carrying out all necessary measures to remedy the effects of the Privacy Incident.

Transform Ag shall also notify affected Producers in writing within forty-eight (48) hours after learning of any security breach that may result in the loss, destruction, or unauthorized access, use, disclosure, transfer, or alteration of Producer Data, and shall work with affected Producers to respond to and mitigate any such breach. Transform Ag shall also comply with all applicable state data breach notification laws.

Your Data Rights

Data rights are dependent on the jurisdiction in which you are located. Subject to applicable federal and state law, you may have certain rights regarding your personal information, including the right to:

- Access: request a copy of your Data and information relating to how it is processed
- Rectify: request that any inaccuracies in the Data we hold about you be corrected
- Erase: request that we erase your Data from our records, subject to federal and state record retention requirements and our legitimate business needs
- Restrict: request that we no longer process your Data
- Object: object to certain ways that we process your Data
- Transfer: request that your Data be shared with a third party
- Withdraw your consent: where we are relying on your consent to process your Data, you may withdraw your consent at any time; however, withdrawal of your consent may constitute a violation of your agreement under the Grant and may impact your eligibility for, or continued participation in, the Grant program, including any obligation to repay funds received
- Lodge a complaint: you may be entitled to lodge a complaint with your local data protection authority

To exercise any of your rights, please contact us using the information in the Contact section of this Policy. Some of your rights are not absolute and there may be circumstances where your request cannot be fulfilled or will require additional time to complete, such as when fulfilling the request would interfere with our legal obligations or legitimate interests. In some cases, you may be asked for more information to confirm your identity before a request can be made. Certain Data may be subject to federal retention requirements that limit our ability to delete records prior to the applicable retention period. Where your Data is held by service providers on our behalf, we will direct such providers to comply with your request in accordance with our contractual obligations and applicable law.

Data Audit

You agree that Transform Ag, USDA, the Comptroller General of the United States, or their duly authorized representatives may conduct an audit of your physical records or digital records for the purpose of compliance with federal regulations and Grant objectives, in accordance with 2 CFR 200.337. This may include physical access to your property and shall require you or a designated representative to provide access to and explanation of records.

Anti-Competition and Non-Disparagement

In connection with the Grant, Transform Ag shall not prohibit or otherwise limit a Producer from changing the provider of other services or materials not included as part of the Grant. Transform Ag shall not condition, limit, steer, or discriminate in its provision or sale of non-project business functions or products to Producers based on their participation or non-participation in, or use of, any services provided as part of the Grant.

Transform Ag shall not engage in any advertising deemed by USDA as disparaging to another agricultural commodity or competing product, or in violation of the prohibition against false and misleading advertising.

Contact

If you have any questions or complaints about this Policy or our treatment of your Data, or if you would like to access or amend your Data, please contact us at:

Info@TransformF2C.com

Last Updated: April 22, 2026