

Data and Privacy Policy

Effective as of **07/09/2026**

This Data and Privacy Policy seeks to complement and reinforce the trusted relationship between Sunrise ABS and its customers. As a result, our Data and Privacy Policy is guided by four simple principles:

- Customer data, as provided by the customer, is the property of the customer. Any de-identified, aggregated insights, models, or derivative works created by Sunrise ABS remain the property of Sunrise ABS, and such ownership shall survive termination or expiration of the customer relationship and this Policy. For purposes of this Data and Privacy Policy (this "Policy"), "de-identified" means data that has been processed in a manner such that it cannot reasonably be used to infer information about, or otherwise be linked to, an identified or identifiable individual, and with respect to which Sunrise ABS (a) has implemented technical safeguards and business processes to prevent re-identification, (b) has implemented business processes to prevent inadvertent release of de-identified data, and (c) makes no attempt to re-identify the data.
- Sunrise ABS only uses customer data to support the customer, as authorized by the customer, or in de-identified or aggregated form for service improvement and product enhancement.
- Sunrise ABS only shares individually identifiable customer data as requested or authorized by the customer, except that Sunrise ABS may share de-identified or aggregated data with service providers, including AI and machine learning service providers, for the purpose of providing and improving Sunrise ABS services.
- Sunrise ABS does not analyze, aggregate, or data mine individually identifiable customer data unless requested or authorized by the customer. Sunrise ABS may, however, use de-identified or aggregated data that does not identify any individual customer for internal analytics, artificial intelligence and machine learning model development, benchmarking, and service improvement purposes. To the extent required by the Colorado Privacy Act or

other applicable law, Sunrise ABS will conduct and document data protection assessments for processing activities that present a heightened risk of harm to customers, including the use of AI and machine learning models involving customer data.

Information Collection

To service customers, Sunrise ABS maintains customer-provided personal information, such as the customer/farm entity name and address, company ID, contact information (for example, telephone number(s) and e-mail addresses), and log-in/password to Sunrise ABS' software tools. This core information is mandatory for account creation and service delivery and is collected through registration forms, customer account portals, direct customer input into software applications, and communications with customer service representatives. Customers may voluntarily provide additional data relating to their farming or ranching activities, such as crops planted and acreage, application rates/dates/costs for certain agricultural products, geo-referenced field locations (which may constitute precise geolocation data subject to heightened consent requirements under applicable state law, including the Colorado Privacy Act, and for which Sunrise ABS obtains consent at the time of collection as required by applicable law), cattle types and contract values, or production expenses. For some service offerings, either from Sunrise ABS or from third parties having crop and/or market specific marketing programs for customers, customers may elect to voluntarily provide additional data like production expenses, inputs, soil characteristics, irrigation type, transportation, and drying. Additionally, Sunrise ABS may collect technical data through cookies, log files, and similar tracking technologies to monitor system usage and performance. Customers may manage their cookie preferences through their browser settings or through any cookie management tools provided within the Sunrise ABS platform. For more information about the types of cookies we use and how to opt out, please contact us at <https://www.sunriseabs.com/contact>. **All customer-provided data described above is owned and controlled by the customer, subject to the rights of Sunrise ABS to use such data to provide and improve its services as described in this Policy, including the right to use de-identified and aggregated customer data for artificial intelligence and**

machine learning model development, analytics, and service enhancement, as further described in this Policy.

In providing services to customers, and to ensure the integrity of its systems, Sunrise ABS utilizes standard software tools, including automated and artificial intelligence-based tools, to track and monitor user interaction and use of the Sunrise ABS software, as well as customer support phone calls and online technical support. Such monitoring is conducted for quality assurance, system performance, and service improvement purposes and does not involve profiling customers for decisions that produce legal or similarly significant effects. Customer support phone calls may be recorded, and customers will be notified of any recording at the start of the call. Data collected through automated and AI-based monitoring tools will be used only for the purposes described in this Policy and will not be sold or shared for third-party marketing purposes.

To enhance the user experience, Sunrise ABS may from time to time give limited, controlled access to the database and the data to authorized third-party providers of system support, revisions, artificial intelligence, machine learning, and analytics services who have executed data processing agreements that comply with applicable state privacy laws, including the Colorado Privacy Act. Such agreements shall require these third-party providers to (a) process customer data only in accordance with Sunrise ABS' documented instructions, (b) maintain the confidentiality of all customer data accessed, (c) delete or return all individually identifiable customer data upon completion of services (provided that this requirement shall not require deletion of de-identified or aggregated outputs that cannot reasonably be used to identify any individual customer), (d) not use individually identifiable customer data to train their own AI or machine learning models or for any purpose other than providing services to Sunrise ABS, (e) permit reasonable audits or assessments by Sunrise ABS of their data processing practices, and (f) maintain de-identification standards consistent with this Policy. This form of access will be only for upgrades, enhancement, and improvement of the services and database for the customer's use. These third-party providers will be contractually bound not to share any data nor acquire any ownership in the data that may be accessed in making the enhancements to the system.

Information Use

Sunrise ABS maintains customer personal information, farm data, and ranch data to provide data storage services, either directly to customers, or indirectly to customers through third parties having crop, trading, and/or market specific marketing programs for customers. Sunrise ABS will retain customer personal information only for as long as reasonably necessary to fulfill the purposes described in this Policy, or as required by applicable law, whichever is longer. Upon termination of a customer's account, Sunrise ABS will delete or de-identify customer personal information within ninety (90) days, subject to any legal retention requirements, unless the customer requests earlier deletion. Sunrise ABS may access such data to provide customer service assistance relating to its services (for example, if a customer needs assistance with selling crops or cattle). If specifically requested or authorized by the customer, Sunrise ABS may also provide analysis, aggregation, and data mining of individually identifiable customer data for a customer, but will not do so with individually identifiable data without such request or authorization. Notwithstanding the foregoing, Sunrise ABS may use de-identified or aggregated customer data for internal purposes, including artificial intelligence and machine learning model training, analytics, benchmarking, and service improvement. Sunrise ABS may also use customer information to communicate with its customers (for example to provide information regarding Sunrise ABS' software tools, software updates, transactions, and product announcements).

Data Sharing

Sunrise ABS has built its reputation as a valued partner of customers through its protection of data and improved customer value. As such, Sunrise ABS allows customers to decide what information is shared and Sunrise ABS will not disclose customer data outside of Sunrise ABS except as authorized by the customer or its designee. Such authorization may be provided in a written request from the customer to Sunrise ABS to provide customer data to a third party, by the customer using data export functionality in the Sunrise ABS software tools, or as provided in a separate customer contractual agreement or partnership. Once customer data is shared with authorized third parties at the direction of the customer, those third parties' use of such data is governed by their own privacy policies and agreements

with the customer, and Sunrise ABS is not responsible for such third party's use or further disclosure of such data; provided, however, that where a third party processes customer data on behalf of Sunrise ABS, Sunrise ABS will require that appropriate data processing agreements are in place as required by applicable law. For example, some customers may authorize third party companies having crop and/or market specific marketing programs for customers to receive customer data as a part of offers or programs of the third party, and allow such third parties to use such data in accordance with the customer's authorization and the third party's own privacy policies. Additionally, some customers may authorize third parties to receive crop or cattle data for aggregation, analysis, and/or processing (for example, as part of a farm direct sales program). In either case, Sunrise ABS will provide such third parties with the customer data only as authorized by the customer.

Security

Sunrise ABS implements commercially reasonable security features and processes to protect customer data from unauthorized access, use, and disclosure. Sunrise ABS stores customer data on secure servers, with controlled access both to the facilities and the data. Access to customer data, on the user side, is further protected by use of controlled access via user log in and password. In the event of any confirmed unauthorized access to, acquisition of, or disclosure of customer personal information that is not rendered unusable through encryption or other methods, Sunrise ABS will notify affected customers without unreasonable delay and in no event later than the timeframes required by applicable state law (including, without limitation, within 30 days for Colorado residents as required by the Colorado Privacy Act). Sunrise ABS will also notify the applicable state attorney general or other regulatory authority as required by applicable state breach notification laws, including the laws of Kansas, Nebraska, Missouri, South Dakota, and Colorado. Sunrise ABS will take appropriate steps to investigate, contain, and remediate the incident. Using customer-specific log-ins and passwords, customers also have the ability to access and edit their information through software tools made available to the customer.

Your Rights in Relation to your Information

We strive to maintain a high level of transparency about the data we process. With regard to our processing of your personal information described in this Data and Privacy Policy, and solely to the extent required by applicable law in your jurisdiction-including, without limitation, the Colorado Privacy Act (C.R.S. 6-1-1301 et seq.) and the Nebraska Data Privacy Act (Neb. Rev. Stat. 87-1101 et seq.)-you may have the following rights:

- To confirm Sunrise ABS is processing your personal information, to get access to or receive a copy of the personal information we may have about you;
- To require us to rectify or update any inaccurate personal information, or complete any incomplete personal information;
- To require us to delete or erase your personal information, subject to any legal retention requirements, ongoing contractual obligations, or legitimate business interests. For clarity, de-identified data that cannot reasonably be used to identify an individual customer is not considered personal information subject to this deletion right.
- To restrict our processing of your personal information, subject to any legal obligations, ongoing contractual requirements, or other legitimate interests of Sunrise ABS. For clarity, any restriction of processing shall not affect Sunrise ABS's right to continue using de-identified or aggregated data that does not identify you individually, consistent with this Policy;
- To require us to transmit certain of your personal information to you in a commonly used, machine-readable format, or to transfer or have the information transferred to another data controller where technically feasible (data portability);
- To require that we stop processing your personal information for direct marketing purposes, targeted advertising, the sale of your personal data, or profiling in furtherance of decisions that produce legal or similarly significant effects on you. Subject to other legitimate interests which we may be able to rely on (e.g. in the context of legal claims pending or threatened against us), we will then no longer process your personal information for such purposes. For clarity, this opt-out right does not extend to Sunrise ABS's use of de-

identified or aggregated data for internal analytics, service improvement, or AI and machine learning model development that does not produce legal or similarly significant effects on any individual customer. To the extent required by applicable law, including the Colorado Privacy Act and the Nebraska Data Privacy Act, you may exercise these opt-out rights at any time without penalty.

- If you wish to exercise any of your above rights, you can contact us at no cost at <https://www.sunriseabs.com/contact>. Sunrise ABS will not discriminate against you for exercising any of your privacy rights, including by denying you services, charging different rates, or providing a different level or quality of service, except where a difference in price, rate, level, or quality is reasonably related to the value provided by the customer's data or is otherwise permitted by applicable law. To the extent required by applicable law, including the Colorado Privacy Act, Sunrise ABS will honor universal opt-out mechanisms, such as Global Privacy Control signals, as a valid means of opting out of targeted advertising and the sale of personal data, to the extent Sunrise ABS engages in such activities and has implemented the technical capability to recognize such signals.

We will respond to your request within forty-five (45) days after receiving the request, or within such other timeframe as required or permitted by applicable law. Sunrise ABS may extend this response period by an additional forty-five (45) days where reasonably necessary, taking into account the complexity and number of requests, provided that Sunrise ABS informs you of any such extension within the initial response period, together with the reasons for the delay.

We will without undue delay modify your personal information if, upon review, we determine that it is either inaccurate, out of date, incomplete, or misleading, after taking into account the purposes for which it was collected and any verifiable information provided by you. If we correct it and had previously disclosed it to a third party, we will take commercially reasonable steps to notify that third party if required to do so by law.

If we disagree with your request, subject to applicable law, we will explain the reason for refusal and inform you of the process to appeal our decision. You may appeal a denial by contacting us at <https://www.sunriseabs.com/contact>, and we will respond to your appeal within the timeframe required by applicable law. If your

appeal is denied, we will provide you with information on how to contact the applicable state attorney general to submit a complaint, including the Colorado Attorney General or the Nebraska Attorney General, as applicable.

How to Contact Sunrise ABS

For more information about Sunrise ABS, please visit <https://www.sunriseabs.com/>. If you have questions regarding Sunrise ABS, or this Data and Privacy Policy, you may contact us via <https://www.sunriseabs.com/contact>.

Changes to This Data and Privacy Policy

The most current version of this Data and Privacy Policy will be made available on the Sunrise ABS website listed above and will note the date of the most recent update. Non-material updates will become effective immediately upon posting. We will notify customers of any material changes to this Policy via email or through the Sunrise ABS software platform at least thirty (30) days before such changes take effect, except that changes required by applicable law or regulation may take effect immediately upon posting. For material changes that expand the scope of data processing, introduce new artificial intelligence or machine learning uses of customer data, or alter customer rights under this Policy, Sunrise ABS will provide additional notice and, to the extent required by applicable law, obtain affirmative consent from affected customers before such changes take effect. Where affirmative consent is not required by applicable law, continued use of Sunrise ABS services after the effective date of such changes (following the thirty (30) day notice period) constitutes acceptance of the updated Policy. We encourage our customers to periodically review the Sunrise ABS Data and Privacy Policy to stay informed of Sunrise ABS' efforts to protect customer data.
