

ANNEX I
REGULATION ON INTERNATIONAL TRANSFER OF PERSONAL DATA

CHAPTER I
GENERAL PROVISIONS

Section I
Objective and Scope

Article 1. This Regulation establishes the procedures and rules applicable to international data transfer operations:

I - to countries or international organizations that provide an adequate level of personal data protection as provided for in Law No. 13,709, of August 14, 2018, through adequacy recognition by ANPD; or

II - when the controller offers and provides proof of guarantees of compliance with the principles, the rights of the data subject, and the data protection regime provided for in Law No. 13,709, of August 14, 2018, in the form of:

- a) specific contractual clauses for a given transfer;
- b) standard contractual clauses; or
- c) binding corporate rules;

Sole paragraph. The provisions in this Regulation do not exclude the possibility of carrying out an international data transfer based on other mechanisms provided in article 33 of Law No. 13,709, of August 14, 2018, that do not depend on regulation, as long as the specificities of the particular case and the applicable legal requirements are met.

Section II
Guidelines

Article 2. The international data transfer shall be carried out in accordance with the provisions in Law No. 13,709, of August 14, 2018, and in this Regulation, subject to the following guidelines:

I – guarantee of compliance with the principles, the rights of the data subject and an equivalent level of protection as the one provided in national legislation, regardless of the country where the personal data subjected to the transfer is located, even after the end of the processing and in the cases of onward transfers;

II – adoption of simple procedures, preferably interoperable, and compatible with international norms and good practices;

III - promotion of the free cross-border flow of data with trust and of the social, economic, and technological development, with observance of the rights of the data subject;

IV – responsibility and accountability, by measures that are effective and capable of demonstrating the observance and compliance with the principles, the rights of data subject and the data protection regime provided in Law No. 13,709, of August 14, 2018, including the effectiveness of such measures;

V – implementation of effective transparency measures, which ensure the provision of clear, precise and easily accessible information on the fulfillment of the transfer to the data subjects, in compliance with commercial and industrial secrets; and

VI – adoption of good practices and of prevention and security measures which are appropriate and compatible with the nature of the data processed, with the purpose of the processing and with the risks involved in the processing.

CHAPTER II

DEFINITIONS

Article 3. For the purposes of this Regulation, the following definitions shall be adopted:

I – exporter: processing agent, located in the national territory or in a foreign country, who transfers personal data to the importer;

II – importer: processing agent, located in a foreign country or that is an international organization, who receives personal data transferred by the exporter;

III – transfer: processing operation through which a processing agent transmits, shares or provides access to personal data to another processing agent;

IV – international data transfer: transfer of personal data to a foreign country or to an international organization of which the country is a member;

V – international collection of data: collection of personal data from the data subject carried out directly by the processing agent located abroad;

VI – group or conglomerate of companies: a set of companies, *de facto* or *de jure*, with their own legal personhood, under the direction, control or administration of a natural person, a legal entity, or even a group of people that hold, jointly or separately, power of control over the others, as long as it is demonstrated an integrated interest, effective communion of interests and joint action of the companies that are comprised in the group;

VII – responsible entity: business company, headquartered in Brazil, which is liable for any violation of a binding corporate rules, even if resulting from an act by a member of the economic group headquartered in another country;

VIII – international data transfer mechanisms: hypotheses provided in items I to IX of article 33 of Law No. 13,709, of August 14, 2018, which authorize an international data transfer;

IX – international organization: organization governed by public international law, including its subordinate bodies or any other body created through an agreement signed between two or more countries; and

X - Security measures: technical and administrative measures adopted to protect personal data from unauthorized access and from accidental or unlawful situations of destruction, loss, alteration, communication, or diffusion.

CHAPTER III

INTERNATIONAL DATA TRANSFER

Section I

General requirements

Article 4. The controller shall verify, under the terms of Law No. 13,709, of August 14, 2018, and of this Regulation, whether the processing operation:

I – characterizes an international data transfer;

II – is subjected to the national data protection legislation; and

III – is supported by a legal basis and by an international transfer mechanism that are valid.

Paragraph 1. The processor shall assist the controller by supplying information at its disposal and that is required to comply with the provisions in the head of this article.

Paragraph 2. Both the controller and the processor shall adopt measures that are effective and capable of demonstrating observance of and compliance with personal data protection rules and the effectiveness of such measures, in a manner that is compatible with the level of risk of the processing and with the international transfer mechanism used.

Section II

Characterization of the International Data Transfer

Article 5. The international data transfer shall be characterized when the exporter transfers personal data to the importer.

Article 6. The international collection of data does not characterize an international data transfer.

Sole paragraph. The international collection of data shall observe the provisions of Law No. 13,709, of August 14, 2018, when any of the hypotheses indicated in article 3 of the Law is identified.

Section III

Application of the National Personal Data Protection Legislation

Article 7. The international data transfer shall be carried out in accordance with the provisions of Law No. 13,709, of August 14, 2018, and of this Regulation, whenever:

I – the processing operation takes place within the Brazilian territory, except for the provisions of item IV of the head provision of article 4 of Law No. 13,709, of August 14, 2018, and subject to the provisions of Article 8 of this Regulation;

II – the processing activity is aimed at offering or supplying goods or services, or the processing of data of individuals located in the Brazilian territory; or

III – the personal data being processed have been collected within the Brazilian territory.

Sole paragraph. The application of national legislation to the international data transfer is independent of the means used to carry it out and of the country in which the processing agents are based or where the data is located.

Article 8. Law No. 13,709, of August 14, 2018, applies to personal data originating from abroad whenever such data is processed within the national territory.

Paragraph 1. Law No. 13,709, of August 14, 2018, does not apply to personal data originating from abroad only when there is:

I - transit of personal data, without communication or shared use of data with a processing agent located in the national territory; or

II - return of personal data, processed within the National territory, exclusively to the country or international organization of origin, provided that:

a) the country or international organization of origin provides an adequate level of personal data protection, recognized by a decision of ANPD;

b) the legislation of the country or applicable rules to the international organization of origin apply to the operation performed; and

c) the specific and exceptional situation of non-application of Law No. 13,709, of August 14, 2018, is expressly stated in the adequacy decision referred to in item "a."

Paragraph 2. For the purposes of item II of Paragraph 1, the adequacy decision issued by ANPD will not exempt the application of Law No. 13,709, of August 14, 2018, in situations that may violate or jeopardize compliance with the general principles of personal data protection and the rights of data subjects provided in national legislation.

Paragraph 3. The non-application of Law No. 13,709, of August 14, 2018, in the scenarios provided for in this article does not eliminate the need to comply with other laws or regulations, especially those regarding the inviolability and confidentiality of communications, technical and security requirements, and access to data by public authorities.

Section IV Legal Basis and Mechanism of Transfer

Article 9. The international data transfer shall only be carried out for legitimate, specific and explicit purposes informed to the data subject, with no possibility of onward processing incompatible with such purposes, and provided that it is supported by:

I – one of the legal basis provided in articles 7 or in article 11 of Law No. 13,709, of August 14, 2018; and

II – one of the following valid mechanisms of carrying out the international transfer:

a) to countries or international organizations that provide a level of personal data protection adequate to the provisions of Law No. 13,709, of August 14, 2018, and complementary rules, as recognized by an adequacy decision issued by the ANPD;

b) standard contractual clauses, binding corporate rules or specific contractual clauses, in the form of this Regulation; or

c) in the hypotheses provided in items II(d) and III to IX of article 33 of Law No. 13,709, of August 14, 2018.

Sole paragraph. The international data transfer shall be limited to the minimum required for the accomplishment of its purposes, encompassing pertinent, proportional and non-excessive data in relation to the data processing purposes.

CHAPTER IV ADEQUACY DECISION

Section I General Provisions

Article 10. ANPD may recognize, through an adequacy decision, the equivalence of the level of personal data protection of a foreign country or an international organization with the national personal data protection legislation, in accordance with the provisions of Law No. 13,709, of August 14, 2018, and this Regulation.

Section II Criteria for Evaluating the Level of Personal Data Protection

Article 11. The evaluation of the level of personal data protection of a foreign country or international organization will take into consideration:

- I - the general and sectoral rules in effect that impact personal data protection in the destination country or international organization;
- II - the nature of the data;
- III - the observance with the general principles of personal data protection and data subjects' rights established in Law No. 13,709, of August 14, 2018;
- IV - the adoption of appropriate security measures to minimize impacts on civil liberties and fundamental rights of data subjects;
- V - the existence of judicial and institutional guarantees for compliance with personal data protection rights; and
- VI - other specific circumstances concerning the transfer.

Paragraph 1. The evaluation of the rules mentioned in item I of the head provision of this article will be limited to the legislation directly applicable or that creates relevant impacts to personal data processing and to the rights of data subjects.

Paragraph 2. For the purposes of items III and IV of the head provision of this article, it will be evaluated whether local legislation establishes obligations to data controllers and processors to implement adequate security measures, considering the nature of the data and the risks involved in the processing, among other relevant factors, in accordance with the parameters established in Law No. 13,709, of August 14, 2018.

Paragraph 3. For the purposes of item V of the head provision of this article, among other relevant institutional guarantees, the existence and effective functioning of an independent regulatory body, with the authority to ensure compliance with data protection regulations and safeguard the rights of data subjects, will be considered.

Article 12. For the evaluation of the level of personal data protection, the following will also be considered:

I - the risks and benefits provided by the adequacy decision, considering, among other aspects, the guarantee of the principles, the rights of the data subject, and the data protection regime as provided in Law No. 13,709, of August 14, 2018; and

II - the impacts of the decision on the international flow of data, diplomatic relations, international trade, and Brazil's international cooperation with other countries and international organizations.

Sole Paragraph. ANPD will prioritize evaluating the level of data protection of foreign countries or international organizations that provide reciprocal treatment to Brazil and whose recognition of adequacy enables the expansion of free international personal data transfer flows between countries and international organizations.

Section III Issuance of Adequacy Decision

Article 13. The procedure for issuing an adequacy decision:

I - may be initiated by a decision of the Board of Directors, ex officio, or upon request from public legal entities referred to in the sole paragraph of Article 1 of Law No. 12,527, of November 18, 2011;

II - will be conducted by the competent technical area, in accordance with the Internal Regulation of ANPD Regulation, which shall provide an opinion on the merits of the decision, indicating, if applicable, any conditions to be observed; and

III - after the opinion of the Federal Specialized Prosecutor's Office, will be subject to final deliberation by the Board of Directors, in accordance with the ANPD's Internal Regulation.

Paragraph 1. Public Administration bodies and entities with competencies related to the subject may be notified of the initiation of the process and may submit statements within their legal competencies.

Paragraph 2. The adequacy decision will be issued by a Resolution of the Board of Directors and published on ANPD's website.

Article 14. The process initiated within ANPD for the purpose of drafting documents, provision of information, and any other undertakings related to the recognition of Brazil as an adequate country by another country or international organization will follow the procedures described in Article 13 of this Regulation.

CHAPTER V

STANDARD CONTRACTUAL CLAUSES

Section I

General Provisions

Article 15. The standard contractual clauses, prepared and approved by ANPD in the form of Annex II, establish minimum guarantees and valid conditions for carrying out an international data transfer based on item II(b) of Article 33 of Law No. 13,709, of August 14, 2018.

Sole paragraph. The standard contractual clauses aim at guaranteeing the adoption of adequate safeguards for compliance with the principles, the rights of the data subject and the data protection regime provided in Law No. 13,709, of August 14, 2018, including the determinations of ANPD.

Article 16. The validity of the international data transfer, when supported by the adoption of standard clauses, presupposes the full and unmodified adoption of the text available in Annex II, through a contractual instrument signed between the exporter and the importer.

Paragraph 1. The standard contractual clauses may be integrated into:

I – a contract specifically signed to govern international data transfers;

II – a contract with a broader scope, including through the signing of an addendum by the exporter and the importer involved in the international data transfer operation.

Paragraph 2. The other provisions, provided for in the contractual instrument or in related contracts signed by the parties, may not exclude, modify or contradict, directly or indirectly, the provisions of the standard contractual clauses.

Paragraph 3. In the hypothesis of item II of paragraph 1 of this article, Sections I, II and III of the standard contractual clauses provided in Annex II shall be completed and included into the annexes of the contract signed by the exporter and the importer.

Section II

Transparency Measures

Article 17. The controller shall make available to the data subject, upon request, the full text of the clauses used to carry out the international data transfer, with due regard for commercial and industrial secrecy.

Paragraph 1. The deadline for responding to the request is 15 (fifteen) days, except in the case of a different deadline established by specific ANPD regulations.

Paragraph 2. The controller shall also publish, on its website, a document containing information written in Portuguese, in simple, clear, precise and accessible language about the international data transfer, including at least information about:

- I – the form, duration and specific purpose of the international transfer;
- II – the destination country of the transferred data;
- III – the identification and contact details of the controller;
- IV – the shared use of data by the controller and its purpose;
- V – the responsibilities of the agents who shall conduct the processing and the security measures adopted; and
- VI – the rights of the data subject and the means for exercising them, including an easily accessible channel and the right to petition ANPD against the controller.

Paragraph 3. The document referred to in paragraph 2 may be made available on a specific website page or integrated, in a prominent and easily accessible format, into the Privacy Policy or an equivalent instrument.

Section III

Equivalent Standard Contractual Clauses

Article 18. ANPD may recognize the equivalence of standard contractual clauses from other countries or international organizations with the clauses provided in Annex II.

Paragraph 1. The procedure for recognizing the equivalence of standard contractual clauses:

I – may be initiated by a decision of the Board of Directors, ex officio, or upon request from interested parties;

II – shall be conducted by the competent technical area, according to the Internal of Regulation ANPD, which shall provide an opinion on the merits of the equivalence proposal, indicating, if applicable, the conditions to be observed; and

III – after the opinion of the Specialized Federal Attorney's Office, it will be subject to deliberation by the Board of Directors, in accordance with ANPD's Internal Regulations.

Paragraph 2. The Board of Directors may determine the holding of a public consultation during the procedure outlined in Paragraph 1.

Paragraph 3. Public Administration bodies and entities with competencies related to the subject may be notified of the initiation of the process and may submit statements within their legal competencies;

Paragraph 4. The request sent to ANPD shall be accompanied by the following documents and information:

I – full content of the standard contractual clauses, translated into Portuguese;

II – relevant applicable legislation and other relevant documents, including guides and guidelines issued by the respective personal data protection authority; and

III – analysis of compatibility with the provisions of both Law No. 13,709, of August 14, 2018 and this Regulation, including a comparison between the content of national clauses and those for which recognition of equivalence is sought.

Article 19. The decision on the equivalence proposal shall consider, among other relevant circumstances:

I – whether the standard contractual clauses are compatible with the provisions of both Law No. 13,709, of August 14, 2018 and this Regulation, as well as whether they ensure a level of data protection equivalent to that guaranteed by the national standard contractual clauses; and

II – the risks and benefits provided by the approval, considering, among other aspects, the guarantee of the principles, the rights of the data subject and the data protection regime provided in Law No. 13,709, of August 14, 2018, in addition to the impacts on the international flow of data, diplomatic relations, international trade, and Brazil's international cooperation with other countries and international organizations.

Sole paragraph. For the purposes of the provisions of item II of the head provision, ANPD shall prioritize the approval of clauses that can be used by other processing agents who carry out international data transfers under similar circumstances.

Article 20. The standard contractual clauses recognized as equivalent shall be approved by a Resolution of the Board of Directors and published on the website of ANPD on the Internet.

Sole paragraph. Standard contractual clauses recognized as equivalent constitute a valid mechanism for carrying out international data transfers, pursuant to article 33, II, b, of Law No. 13,709, of August 14, 2018, subject to the conditions established in the decision of the Board of Directors.

CHAPTER VI SPECIFIC CONTRACTUAL CLAUSES

Article 21. The controller may request ANPD to approve specific contractual clauses, which offer and prove guarantees of compliance with the principles, the rights of the data subject and the data protection regime provided in Law No. 13,709, of August 14, 2018, and in this Regulation.

Paragraph 1. The specific contractual clauses shall only be approved when the international data transfer cannot be carried out based on the standard contractual clauses, due to *de facto* or *de jure* exceptional circumstances, duly proven by the controller.

Paragraph 2. In any case, the specific contractual clauses shall provide for the application of the national legislation for the protection of personal data to the international data transfer and its submission to the supervision of ANPD.

Article 22. The controller shall submit the full text of the clauses governing the international data transfer, including the specific clauses, for approval by ANPD.

Paragraph 1. The analysis of ANPD shall consider, among other relevant circumstances:

I – whether the specific clauses are compatible with the provisions of both Law No. 13,709, of August 14, 2018, and this Regulation, as well as whether they ensure a level of data protection equivalent to that guaranteed by national standard contractual clauses; and

II – the risks and benefits provided by the approval, considering, among other aspects, the guarantee of the principles, the rights of the data subject and the data protection regime provided in Law No. 13,709, of August 14, 2018, in addition to the impacts on the international flow of data, diplomatic relations, international trade, and Brazil's international cooperation with other countries and international organizations.

Paragraph 2. For the purposes of the provisions of item II of Paragraph 1, ANPD shall prioritize the approval of specific clauses that could also be used by other processing agents who carry out international data transfers under similar circumstances.

Article 23. In the clauses submitted for ANPD's approval, the controller shall:

adopt, whenever possible, the wording of standard contractual clauses;

and

I – II – indicate the specific clauses adopted, with the corresponding justification, pursuant to article 22.

Article 24. Specific contractual clauses shall be submitted to ANPD for approval, under the terms of the process described in Chapter VII.

CHAPTER VII BINDING CORPORATE RULES

Article 25. Binding corporate rules are intended for international data transfers between organizations within the same group or conglomerate of companies, and are binding on the members of the group that subscribe to them.

Sole paragraph. Binding corporate rules constitute a valid mechanism for conducting international personal data transfers only for the organizations or countries covered by these binding corporate rules.

Article 26. Binding corporate rules shall be linked to the establishment and implementation of a privacy governance program that meets the minimum conditions established in Paragraph 2 of Article 50 of Law No. 13,709, of August 14, 2018.

Article 27. In addition to complying with the provisions of Article 26, binding corporate rules must include, at least:

I - a description of the international data transfers to which the instrument applies, including the categories of personal data, the processing operation and its purposes, the legal basis, and the types of data subjects;

II - identification of the countries to which the data may be transferred;

III - the structure of the group or conglomerate of companies, containing the list of affiliated entities, the role each one plays in processing, and the contact details of each organization that processes personal data;

IV - determination of the binding nature of the binding corporate rules for all members of the group or conglomerate of companies that adhere to it, including its employees;

V - delimitation of the responsibilities for the processing, with the indication of the responsible entity;

VI - indication of the applicable data subjects' rights and the means for exercising them, including an easily accessible channel and the right to file a petition to ANPD against the controller, after the data subject has proven that a complaint to the controller that has not been solved within the period established in regulation;

VII - rules on the process for the reviewing of binding corporate rules and provision for submission to ANPD's prior approval; and

VIII – provision for communication to ANPD in case of changes in the guarantees presented as sufficient of compliance with the principles, the data subject's rights and the data protection regime provided in Law No. 13,709, of August 14, 2018, especially in the event in which one member of the group or conglomerate of companies is subject to a foreign legal determination which prevents compliance with binding corporate rules.

Paragraph 1. For the purposes of compliance with item VIII, the binding corporate rules shall provide for the obligation of immediate notification to the responsible entity whenever a member of the group or conglomerate of companies located in another country is subject to a legal determination which prevents compliance with binding corporate rules, except in the case of an express legal prohibition to make such notification.

Paragraph 2. For the purposes of item VI, the requests related to the compliance with the binding corporate rules shall be answered within the period provided in Law No. 13,709, of August 14, 2018, and in specific regulations.

Article 28. Binding corporate rules shall be submitted for ANPD's approval, pursuant to the process described in Chapter VIII.

CHAPTER VIII
PROVISIONS COMMON TO SPECIFIC CONTRACTUAL CLAUSES AND BINDING
CORPORATE RULES

Section I
Approval Procedure

Article 29. The approval request of specific contractual clauses or binding corporate rules shall be accompanied, as applicable, by at least:

- I – the full text of the clauses or of the binding corporate rules;
- II – the incorporation documents of the processing agent or of the members of the group or conglomerate of companies;
- III - if applicable, a copy of the decision by the data protection authority that has approved the specific clauses or binding corporate rules subject to the approval request; and
- IV – demonstration of compliance with the requirements set forth in Chapters VI or VII of this Regulation.

Article 30. The approval request of specific contractual clauses or binding corporate rules:

I – shall be analyzed by the responsible technical area, in accordance with the Internal Regulation of ANPD, which shall express its views on the merits of the request, indicating the conditions to be observed, if applicable; and

II – after the opinion of the Specialized Federal Attorney's Office, shall be subject of deliberation by the Board of Directors, in accordance with the Internal Regulation of ANPD.

Paragraph 1. In the analysis of specific contractual clauses or binding corporate rules submitted to ANPD's approval, presentation of other documents and supplementary information may be requested, or procedures of verification of the processing operations may be carried out, whenever necessary.

Paragraph 2. In case the documents and supplementary information requested are not presented, the process shall be summarily archived, by the decision of the competent technical area.

Section II

Transparency Measures

Article 31. ANPD will publish on its website a list of approved specific contractual clauses and binding corporate rules, indicating the respective applicant, the approval date, and the decision made by the Board of Directors, along with other information deemed necessary by the responsible technical area.

Sole paragraph. ANPD will publish the full text of specific contractual clauses in cases where such clauses may be used by other processing agents, with due regard for commercial and industrial secrets.

Article 32. The controller shall provide the full text of the specific contractual clauses or binding corporate rules to the data subject upon request, as outlined in Article 17.

Sole paragraph. The controller shall publish on its website a document written in simple language about the international data transfer, as per Article 17, Paragraphs 2 and 3, observing the conditions established in the approval decision.

Section III

Amendments

Article 33. Amendments to specific contractual clauses and binding corporate rules require prior ANPD approval, following the procedure described in this Chapter.

Sole paragraph. The Board of Directors may establish a simplified procedure for the approval of amendments that do not affect the guarantees presented as sufficient for compliance with the principles, the rights of data subject, and data protection regime outlined in Law No. 13,709, of August 14, 2018.

CHAPTER IX

FINAL PROVISIONS

Article 34. A request for reconsideration of the Board of Directors' decisions, duly justified, may be filed within 10 (ten) business days, from the official notification to the interested party, in accordance with Article 12 of the Annex to ANPD Board Resolution No. 1, of October 28, 2021, in the procedures initiated for:

I - issuance of an adequacy decision;

II - recognition of equivalence for standard contractual clauses; or

III - approval of specific contractual clauses and binding corporate rules.

Sole paragraph. The request for reconsideration will be distributed and processed in accordance with the Internal Regulation of ANPD.

INTERNATIONAL DATA TRANSFER REGULATION

ANNEX II - Standard contractual clauses

(NOTE: As provided for in Annex I - International Data Transfer Regulations, the clauses set out in this ANNEX II may be used as part of a contract signed to specifically govern the international transfer of data or a contract with a broader object, including through the signing of an addendum by the exporter and importer involved in the international data transfer operation.)

SECTION I - GENERAL INFORMATION

(NOTE: This Section contains Clauses that may be supplemented by the Parties, exclusively in the spaces indicated and in accordance with the guidelines presented. The definitions of the terms used in these Clauses are detailed in CLAUSE 6).

CLAUSE 1. Identification of the Parties

1.1. By this agreement, the Exporter and the Importer (hereinafter, "Parties"), identified below, have agreed to these standard contractual clauses (hereinafter, "Clauses") approved by the National Data Protection Authority (ANPD), to govern the International Data Transfer described in CLAUSE 2, in accordance with the provisions of the National Legislation.

Name:
Qualification:
Main Address:
E-mail Address:
Contact for the Data Subject:
Other information:

() Exporter/Controller)

() Exporter/processor)

(NOTE: check the option corresponding to "Controller" or "Processor" and fill in the identification information, as indicated in the table.)

Name:
Qualification:
Main Address:
E-mail Address:
Contact for the Data Subject:
Other information:

() Importer/Controller)

() Importer/processor)

(NOTE: check the option corresponding to “Controller” or “Processor” and fill in the identification information, as indicated in the table.)

CLAUSE 2. Object

2.1 This Clauses shall apply to International Transfers of Personal Data between Data Exporters and Data Importers, as described below.

Description of the international data transfer:

Main purposes of the transfer:
Categories of personal data transferred:
Period of data storage:
Other information:

(NOTE: fill in as many details as possible with the information regarding the international transfer)

CLAUSE 3. Onward Transfers

(NOTE: choose between “OPTION A” and “OPTION B”, as appropriate.)

OPTION A. 3.1. The Importer may not carry out an Onward Transfer of Personal Data subject to the International Data Transfer governed by these Clauses, except in the cases provided for in item 18.3.

OPTION B. 3.1. The Importer may carry out an Onward Transfer of Personal Data subject to the International Data Transfer governed by these Clauses, in the cases and according to the conditions described below and the provisions of CLAUSE 18.

Main purposes of the transfer: Categories of personal data transferred: Period of data storage: Other information:

(NOTE: fill in as many details as possible with information regarding authorized subsequent transfers)

CLAUSE 4. Responsibilities of the Parties

(NOTE: choose between “OPTION A” and “OPTION B”, as appropriate.)

OPTION A. (“Option A” is exclusive to international data transfers in which at least one of the Parties acts as Controller)

4.1 Without prejudice to the duty of mutual assistance and the general obligations of the Parties, the Designated Party below, as Controller, shall be responsible for complying with the following obligations set out in these Clauses:

a) Responsible for publishing the document provided in CLAUSE 14;

(☐) Exporter (☐) Importer

b) Responsible for responding to requests from Data Subjects dealt with in CLAUSE 15:

(☐) Exporter (☐) Importer

c) Responsible for notifying the security incident provided in CLAUSE 16:

(☐) Exporter (☐) Importer

(NOTE: in items “a”, “b” and “c”, check the option corresponding to: (i) “Exporter” or “Importer”, in cases where only one of the Parties acts as controller; or (ii) check both options, in cases where both Parties act as controllers. Responsibility for compliance with the obligations referred to in Clauses 14 to 16 cannot be attributed to the Party acting as Processor. Should it subsequently be ascertained that the Designated Party is acting as Processor, the provisions of Clause 4.2 shall apply.)

4.2. For the purposes of these Clauses, if the Designated Party pursuant to item 4.1. is the Processor, the Controller remains responsible for:

a) compliance with the obligations provided in CLAUSES 14, 15 and 16 and other provisions established in the National Legislation, especially in case of omission or non-compliance with the obligations by the Designated Party;

b) compliance with ANPD's determinations; and

c) guaranteeing the Data Subjects' rights and repairing damages caused, subject to the provisions of Clause 17.

OPTION B. (NOTE: "Option B" is exclusive for international data transfers carried out between processors)

4.1. Considering that both Parties act exclusively as Processors within the scope of the International Data Transfer governed by these Clauses, the Exporter declares and guarantees that the transfer is carried out in accordance with the written instructions provided by the Third-Party Controller identified in the chart below.

Identification information of the Third-Party Controller:

Name:

Qualification:

Main address:

E-mail address:

Contact for the Data Subject:

Information on Related Contract:

(NOTE: fill in as many details as possible with the identification and contact information of the Third Party Controller and, if applicable, of the Related Contract).

4.2. The Exporter shall be jointly liable for the damage caused by the International Data Transfer if it is carried out in breach of the obligations of the National Legislation or the lawful instructions of the Third-Party Controller, in which case the Exporter shall be deemed to be the Controller, subject to the provisions of Clause 17.

4.3 In the event of being deemed a Controlling Party as referred to in item 4.2, the Exporter shall be responsible for complying with the obligations set out in Clauses 14, 15 and 16.

4.4 With the exception of the provisions of items 4.2 and 4.3, the provisions of Clauses 14, 15 and 16 shall not apply to the Parties as Processors.

4.5. The Parties shall, in any event, provide all the information at their disposal that proves necessary for the Third-Party Controller to comply with ANPD's determinations and to adequately fulfill the obligations provided for in the National Legislation relating to transparency, compliance with the rights of data subjects and the reporting of security incidents to ANPD.

4.6. The Parties shall promote mutual assistance in order to meet the requests of the Data Subject.

4.7 In the event of receiving a request from a Data Subject, the Party shall:

a) respond to the request when it has the necessary information;

b) inform the Data Subject of the service channel provided by the Third-Party Controller; or

c) forward the request to the Third-Party Controller as soon as possible, to enable a response within the period provided for in the National Legislation.

4.8. The Parties must keep a record of security incidents involving personal data, in accordance with national legislation.

SECTION II – MANDATORY CLAUSES

(NOTE: This Section contains Clauses that must be adopted in full and without any changes to their text in order to ensure the validity of the international data transfer).

CLAUSE 5 Purpose

5.1 These Clauses are presented as a mechanism to enable the secure international flow of personal data, establish minimum guarantees and valid conditions for carrying out the International Data Transfer and aim to guarantee the adoption of adequate safeguards for compliance with the principles, the rights of the Data Subject and the data protection regime provided for in National Legislation.

CLAUSE 6. Definitions

6.1 For the purposes of these Clauses, the definitions in art. 5 of LGPD, and art. 3 of the Regulation on the International Transfer of Personal Data shall be considered, without prejudice to other normative acts issued by ANPD. The Parties also agree to consider the terms and their respective meanings as set out below:

- a) Processing agents: the controller and the processor;
- b) ANPD: National Data Protection Authority;
- c) Clauses: the standard contractual clauses approved by ANPD, which are part of SECTIONS I, II and III;
- d) Related Contract: contractual instrument signed between the Parties or, at least, between one of them and a third-party, including a Third-Party Controller, which has a common purpose, link or dependency relationship with the contract that governs the International Data Transfer;
- e) Controller: Party or third-party ("Third Controller") responsible for decisions regarding the processing of Personal Data;
- f) Personal Data: information related to an identified or identifiable natural person;
- g) Sensitive Personal Data: personal data on racial or ethnic origin, religious belief, political opinion, affiliation to trade unions or to a religious, philosophical or political organization, data regarding health or sexual life, genetic or biometric data, whenever related to a natural person;
- h) Erasure: exclusion of data or dataset from a database, regardless of the procedure used;
- i) Exporter: processing agent, located in the national territory or in a foreign country, who transfers personal data to the Importer;

j) Importer: processing agent, located in a foreign country, who receives personal data from the Exporter;

k) National Legislation: set of Brazilian constitutional, legal and regulatory provisions regarding the protection of Personal Data, including the LGPD, the International Data Transfer Regulation and other normative acts issued by ANPD;

l) Arbitration Law: Law No. 9,307, of September 23, 1996;

m) Security Measures: technical and administrative measures able to protect Personal Data from unauthorized access and from accidental or unlawful events of destruction, loss, alteration, communication or dissemination;

n) Research Body: body or entity of the government bodies or associated entities or a non-profit private legal entity legally established under Brazilian laws, having their headquarter and jurisdiction in the Brazilian territory, which includes basic or applied research of historical, scientific, technological or statistical nature in its institutional mission or in its corporate or statutory purposes;

o) Processor: Party or third-party, including a Sub-processor, which processes Personal Data on behalf of the Controller;

p) Designated Party: Party or a Third-Party Controller, under the terms of CLAUSE 4, designated to fulfill specific obligations regarding transparency, Data Subjects' rights and notifying security incidents;

q) Parties: Exporter and Importer;

r) Access Request: request for mandatory compliance, by force of law, regulation or determination of public authority, to grant access to the Personal Data subject to the International Data Transfer governed by these Clauses;

s) Sub-processor: processing agent hired by the Importer, with no link with the Exporter, to process Personal Data after an International Data Transfer;

t) Third-Party Controller: Personal Data Controller who authorizes and provides written instructions for the carrying out of the International Data Transfer between Processors governed by these Clauses, on his behalf, pursuant to Clause 4 ("Option B");

u) Data Subject: natural person to whom the Personal Data which are subject to the International Data Transfer governed by these Clauses relate;

v) Transfer: processing modality through which a processing agent transmits, shares or provides access to Personal Data to another processing agent;

w) International Data Transfer: transfer of Personal Data to a foreign country or to an international organization which Brazil is a member of; and

x) Onward Transfer: transfer of Personal Data, within the same country or to another country, by an Importer to a third-party, including a Sub-processor, provided that it does not constitute an Access Request.

CLAUSE 7. Applicable legislation and ANPD supervision

7.1. The International Data Transfer subject to these Clauses shall be subject to the National Legislation and to the supervision of ANPD, including the power to apply preventive measures and administrative sanctions to both Parties, as appropriate, as well as the power to limit, suspend or prohibit the international transfers arising from this agreement or a Related Contract.

CLAUSE 8. Interpretation

8.1. Any application of these Clauses shall occur in accordance with the following terms:

a) these Clauses shall always be interpreted more favorably to the Data Subject and in accordance with the provisions of the National Legislation;

b) in case of doubt about the meaning of any term in these Clauses, the meaning which is most in line with the National Legislation shall apply;

c) no item in these Clauses, including a Related Agreement and the provisions set forth in SECTION IV, shall be interpreted as limiting or excluding the liability of any of the Parties in relation to obligations set forth in the National Legislation; and

d) provisions of SECTIONS I and II shall prevail in case of conflict of interpretation with additional clauses and other provisions set forth in SECTIONS III and IV of this agreement or in Related Agreements.

CLAUSE 9. Docking Clause

9.1. By mutual agreement between the Parties, it shall be possible for a processing agent to adhere to these Clauses, either as a Data Exporter or as a Data Importer, by completing and signing a written document, which shall form part of this contract.

9.2 The acceding party shall have the same rights and obligations as the originating parties, according to the position assumed of Exporter or Importer and according to the corresponding category of processing agent.

CLAUSE 10. General obligations of the Parties

10.1. The Parties undertake to adopt and, when necessary, demonstrate the implementation of effective measures capable of demonstrating observance of and compliance with the provisions of these Clauses and the National Legislation, as well as with the effectiveness of such measures and, in particular:

a) use the Personal Data only for the specific purposes described in CLAUSE 2, with no possibility of subsequent processing incompatible with such purposes, subject to the limitations, guarantees and safeguards provided for in these Clauses;

b) guarantee the compatibility of the processing with the purposes informed to the Data Subject, according to the processing activity context;

c) limit the processing activity to the minimum required for the accomplishment of its purposes, encompassing pertinent, proportional and non-excessive data in relation to the Personal Data processing purposes;

d) guarantee to the Data Subjects, subject to the provisions of Clause 4:

(d.1.) clear, accurate and easily accessible information on the processing activities and the respective processing agents, with due regard for trade and industrial secrecy;

(d.2.) facilitated and free of charge consultation on the form and duration of the processing, as well as on the integrity of their Personal Data; and

(d.3.) accuracy, clarity, relevance and updating of the Personal Data, according to the necessity and for compliance with the purpose of their processing;

e) adopt the appropriate security measures compatible with the risks involved in the International Data Transfer governed by these Clauses;

f) not to process Personal Data for abusive or unlawful discriminatory purposes;

g) ensure that any person acting under their authority, including sub-processors or any agent who collaborates with them, whether for reward or free of charge, only processes data in compliance with their instructions and with the provisions of these Clauses;

h) keep a record of the Personal Data processing operations of the International Data Transfer governed by these Clauses, and submit the relevant documentation to ANPD, when requested.

CLAUSE 11. Sensitive personal data

11.1. If the International Data Transfer involves Sensitive Personal Data, the Parties shall apply additional safeguards, including specific Security Measures which are proportional to the risks of the processing activity, to the specific nature of the data and to the interests, rights and guarantees to be protected, as described in SECTION III.

CLAUSE 12. Personal data of children and adolescents

12.1. In case the International Data Transfer governed by these Clauses involves Personal Data concerning children and adolescents, the Parties shall implement measures to ensure that the processing is carried out in their best interest, under the terms of the National Legislation and relevant instruments of international law.

CLAUSE 13. Legal use of data

13.1. The Exporter guarantees that Personal Data has been collected, processed and transferred to the Importer in accordance with the National Legislation.

CLAUSE 14. Transparency

14.1. The Designated Party shall publish, on its website, a document containing easily accessible information written in simple, clear and accurate language on the conduction of the International Data Transfer, including at least information on:

- a) the form, duration and specific purpose of the international transfer;
- b) the destination country of the transferred data;
- c) the Designated Party's identification and contact details;
- d) the shared use of data by the Parties and its purpose;
- e) the responsibilities of the agents who shall conduct the processing;
- f) the Data Subject's rights and the means for exercising them, including an easily accessible channel made available to respond to their requests, and the right to file a petition against the Exporter and the Importer before ANPD; and
- g) Onward Transfers, including those relating to recipients and to the purpose of such transfer.

14.2. The document referred to in item 14.1. shall be made available on a specific website page or integrated, in a prominent and easily accessible format, to the Privacy Policy or equivalent document.

14.3. Upon request, the Parties shall make a copy of these Clauses available to the Data Subject free of charge, complying with trade and industrial secrecy.

14.4. All information made available to Data Subjects, under the terms of these Clauses, shall be written in Portuguese.

CLAUSE 15. Rights of the data subject

15.1. The Data subject shall have the right to obtain from the Designated Party, as regards the Personal Data subject to the International Data Transfer governed by these Clauses, at any time, and upon request, under the terms of the National Legislation:

a) confirmation of the existence of processing;

b) access to data;

c) correction of incomplete, inaccurate or outdated data;

d) anonymization, blocking or erasure of unnecessary or excessive data or data processed in noncompliance with these Clauses and the provisions of National Legislation;

e) portability of data to another service or product provider, upon express request, in accordance with ANPD regulations, complying with trade and industrial secrecy;

f) erasure of Personal Data processed under the Data Subject's consent, except for the events provided in CLAUSE 20;

g) information on public and private entities with which the Parties have shared data;

h) information on the possibility of denying consent and on the consequences of the denial;

i) withdrawal of consent through a free of charge and facilitated procedure, remaining ratified the processing activities carried out before the request for elimination;

j) review of decisions taken solely on the basis of automated processing of personal data affecting their interests, including decisions aimed at defining their personal, professional, consumer and credit profile or aspects of their personality; and

k) information on the criteria and procedures adopted for the automated decision.

15.2. Data subject may oppose to the processing based on one of the events of waiver of consent, in case of noncompliance with the provisions of these Clauses or National Legislation.

15.3 The deadline for responding to the requests provided for in this Clause and in item 14.3 is 15 (fifteen) days from the date of the data subject's request, except in the event of a different deadline established in specific ANPD regulations.

15.4. In case the Data Subject's request is directed to the Party not designated as responsible for the obligations set forth in this Clause or in item 14.3., the referred Party shall:

a) inform the Data Subject of the service channel made available by the Designated Party; or

b) forward the request to the Designated Party as early as possible, to enable the response within the period provided in item 15.3. (Amended by the RECTIFICATION of August 18, 2025)

15.5. The Parties shall immediately inform the Data Processing Agents with whom they have shared data with the correction, deletion, anonymization or blocking of the data, for them to follow the same procedure, except in cases where this communication is demonstrably impossible or involves a disproportionate effort.

15.6. The Parties shall promote mutual assistance to respond to the Data Subjects' requests.

CLAUSE 16. Security Incident Reporting

16.1. The Designated Party shall notify ANPD and the Data Subject, within 3 (three) working days of the occurrence of a security incident that may entail a relevant risk or damage to the Data Subjects, according to the provisions of National Legislation.

16.2. The Importer must keep a record of security incidents in accordance with National Legislation.

CLAUSE 17. Liability and compensation for damages

17.1. The Party which, when performing Personal Data processing activities, causes patrimonial, moral, individual or collective damage, for violating the provisions of these Clauses and of the National Legislation, shall compensate for it.

17.2. Data Subject may claim compensation for damage caused by any of the Parties as a result of a breach of these Clauses.

17.3. The defense of Data Subjects' interests and rights may be claimed in court, individually or collectively, in accordance with the provisions in relevant legislation regarding the instruments of individual and collective protection.

17.4. The Party acting as Processor shall be jointly and severally liable for damages caused by the processing activities when it fails to comply with these Clauses or when it has not followed the lawful instructions of the Controller, except for the provisions of item 17.6.

17.5. The Controllers directly involved in the processing activities which resulted in damage to the Data Subject shall be jointly and severally liable for these damages, except for the provisions of item 17.6.

17.6. Parties shall not be held liable if they have proven that:

a) they have not carried out the processing of Personal Data attributed to them;

b) although they did carry out the processing of Personal Data attributed to them, there was no violation of these Clauses or National Legislation; or

c) the damage results from the sole fault of the Data Subject or of a third-party which is not a recipient of the Onward Transfer or not subcontracted by the Parties.

17.7. Under the terms of the National Legislation, the judge may reverse the burden of proof in favor of the Data Subject whenever, in his judgement, the allegation is credible, there is a lack of sufficient evidence or when the Data Subject would be excessively burdened by the production of evidence.

17.8. Judicial proceedings for compensation for collective damages which intend to establish liability under the terms of this Clause may be collectively conducted in court, with due regard for the provisions in relevant legislation.

17.9. The Party which compensates the damage to the Data Subject shall have a right of recourse against the other responsible parties, to the extent of their participation in the damaging event.

CLAUSE 18. Safeguards for Onward Transfers

18.1. The Importer shall only carry out Onward Transfers of Personal Data subject to the International Data Transfer governed by these Clauses if expressly authorized, in accordance with the terms and conditions described in CLAUSE 3.

18.2. In any case, the Importer:

a) shall ensure that the purpose of the Onward Transfer is compatible with the specific purposes described in CLAUSE 2;

b) shall guarantee, by means of a written contractual instrument, that the safeguards provided in these Clauses shall be ensured by the third-party recipient of the Onward Transfer; and

c) for the purposes of these Clauses, and regarding the Personal Data transferred, shall be considered responsible for any eventual irregularities committed by the third-party recipient of the Onward Transfer.

18.3. The Onward Transfer shall also be carried out based on another valid modality of International Data Transfer provided in National Legislation, regardless of the authorization referred to in CLAUSE 3.

CLAUSE 19. Access Request Notification

19.1 The Importer shall notify the Exporter and the Data Subject of any Access Request related to the Personal Data subject to the International Data Transfer governed by these Clauses, except in the event that notification is prohibited by the law of the country in which the data is processed.

19.2. The Importer shall implement the appropriate legal measures, including legal actions, to protect the rights of the Data Subjects whenever there is adequate legal basis to question the legality of the Access Request and, if applicable, the prohibition of issuing the notification referred to in item 19.1.

19.3. To comply with both the ANPD's and the Exporter's requests, the Importer shall keep a record of Access Requests, including date, requester, purpose of the request, type of data requested, number of requests received, and legal measures implemented.

CLAUSE 20. Termination of processing and erasure of data

20.1. Parties shall erase the personal data subject to the International Data Transfer governed by these Clauses after the ending of their processing, within the scope and technical boundaries of the activities, being their storage authorized only for the following purposes:

- a) compliance with a legal or regulatory obligation by the Controller;
- b) study by a Research Body, guaranteeing, whenever possible, the anonymization of personal data;
- c) transfer to a third-party, upon compliance with requirements set forth in these Clauses and in the National Legislation; and
- d) exclusive use of the Controller, being the access by a third-party prohibited, and provided data have been anonymized.

20.2. For the purposes of this Clause, processing of personal data shall cease when:

- a) the purpose set forth in these Clauses has been achieved;
- b) Personal Data are no longer necessary or pertinent to attain the intended specific purpose set forth in these Clauses;
- c) at the termination of the processing period;
- d) Data Subject's request is met; and
- e) at the order of ANPD, upon violation of the provisions of these Clauses or National Legislation.

CLAUSE 21. Data processing security

21.1. Parties shall implement Security Measures which guarantee sufficient protection of the Personal Data subject to the International Data Transfer governed by these Clauses, even after its termination.

21.2. Parties shall inform, in SECTION III, the Security Measures implemented, considering the nature of the processed information, the specific characteristics and the purpose of the processing, the technology current state and the probability and severity of the risks to the Data Subjects' rights, especially in the case of sensitive personal data and that of children and adolescents.

21.3. The Parties shall make the necessary efforts to implement periodic evaluation and review measures to maintain the appropriate level of data security.

CLAUSE 22. Legislation of country of destination

22.1 The Importer declares that it has not identified any laws or administrative practices of the country receiving the Personal Data that prevent it from fulfilling the obligations assumed in these Clauses.

22.2. In the event of a regulatory change which alters this situation, the Importer shall immediately notify the Exporter to assess the continuity of the contract.

CLAUSE 23. Non-compliance with the Clauses by the Importer

23.1. In the event of a breach in the safeguards and guarantees provided in these Clauses or being the Importer unable to comply with any of them, the Exporter shall be immediately notified, subject to the provisions in item 19.1.

23.2. Upon receiving the communication referred to in item 23.1 or upon verification of non-compliance with these Clauses by the Importer, the Exporter shall implement the relevant measures to ensure the protection of the Data Subjects' rights and the compliance of the International Data Transfer with the National Legislation and these Clauses, and may, as appropriate:

- a) suspend the International Data Transfer;

b) request the return of the Personal Data, its transfer to a third-party, or its erasure; and

c) terminate the contract.

CLAUSE 24. Choice of forum and jurisdiction

24.1. Brazilian legislation applies to these Clauses and any controversy between the Parties arising from these Clauses shall be resolved before the competent courts in Brazil, observing, if applicable, the forum chosen by the Parties in Section IV.

24.2. Data Subjects may file lawsuits against the Exporter or the Importer, as they choose, before the competent courts in Brazil, including those in their place of residence.

24.3. By mutual agreement, Parties may use arbitration to resolve conflicts arising from these Clauses, provided that the procedure is carried out in Brazil and in accordance with the provisions of the Arbitration Law.

SECTION III - Security Measures

(NOTE: This Section should include details of the security measures implemented, including specific measures for the protection of sensitive data and children and adolescents. The measures may include the following aspects, among others, as indicated in the table below).

- (i) governance and supervision of internal processes:
- (ii) technical and administrative security measures, including measures to guarantee the security of the operations carried out, such as the collection, transmission and storage of data:

SECTION IV - Additional Clauses and Annexes

(NOTE: In this Section, which is optional to complete and to disclose, Additional Clauses and Annexes may be included, at the discretion of the Parties, to regulate, among other

things, issues of a commercial nature, contractual termination, term of validity and choice of forum in Brazil. As provided for in the International Data Transfer Regulation, the clauses established in this Section or in Related Contracts may not exclude, modify or contradict, directly or indirectly, the Clauses provided in Sections I, II and III).

Place and date.

Signatures.