



Proposal of Regulation on International Data Transfers and Standard Contractual Clauses

RESOLUTION CD/ANPD NO. X, OF XX OF XXXXXXXXXXXX OF 2023

Approves the Regulation on International Data Transfers and the standard contractual clauses.

THE BOARD OF DIRECTORS OF THE NATIONAL DATA PROTECTION AUTHORITY (ANPD), based on the powers provided for in Article 55-J, item XIII, of Law No. 13,709, of August 14, 2018, in Article 2, item XIII, of Annex I of Decree No. 10.474, of August 26, 2020, in Article 5, item I of ANPD's Internal Regulation and, in view of the deliberation taken in Deliberative Circuit No. XX/2022, and for what is contained in process No. 00261.000968/2021-06, **DETERMINES:**

Article 1. To approve, in the form of Annexes I and II, the Regulation on International Data Transfers to a foreign country or international organization of which the country is a member and the models of standard contractual clauses, pursuant to Article 33, I and II, a, b and c, Article 34, Article 35, caput and §§ 1, 2 and 5, and Article 36 of Law No. 13,709, of August 14, 2018 - General Personal Data Protection Law (LGPD).

Article 2. This Resolution enters into force on the date of its publication.

Sole paragraph. Processing agents that carry out international data transfers through standard contractual clauses must incorporate the clauses approved by the ANPD into their contractual instruments within 180 (one hundred and eighty) days from the date of publication of this Resolution.

WALDEMAR GONÇALVES ORTUNHO JUNIOR

President-Director

ANNEX I

REGULATION ON THE INTERNATIONAL TRANSFER OF PERSONAL DATA

CHAPTER I

GENERAL PROVISIONS

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

I - to countries or international organizations that provide a degree of protection of personal data adequate to that provided for in the LGPD; and

II - in cases where the controller offers and proves to have guarantees of compliance with the principles, the rights of the Data subject, and the data protection regime provided for in the LGPD, in the form of:

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

Sole paragraph. The provisions of this Regulation do not exclude the possibility to carry out international data transfer based on the other category provided for in Article 33 of the LGPD, provided that the specificities of the specific case and the applicable legal requirements are met.

Article 2. The international data transfer shall be carried out in accordance with the provisions of the LGPD and these Regulations, subject to the following guidelines:

I - ensuring compliance with the principles, the rights of the data subject, and a level of protection equivalent to the one provided for in national law, regardless of the country in which the personal data subject to the transfer are located, including after the end of the processing and in the event of subsequent transfers;

II - adoption of simple, interoperable procedures that are compatible with recognized international standards and good practices, and that promote social and economic development and ensure the free cross-border flow of personal data with trust and respect for the rights of data subjects;

III - adoption of accountability measures, by means of the offer and demonstration of the guarantees of compliance with the principles, the rights of the data subject and the personal data protection regime provided by the LGPD;

IV - implementation of effective transparency measures, which ensure that clear, accurate, and easily accessible information about the realization of the transfer is provided to the data subjects; and

V – the adoption of good practices and appropriate prevention and security measures which are compatible with the critical nature of the data processed and the risks involved in the operation.

CHAPTER II

DEFINITIONS

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

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

II - importer: processing agent, located in a foreign country or which is an international organization, which receives personal data transferred by an exporter;

III - transfer: processing operation whereby a controller transmits, shares, or makes available the access to personal data to another controller;

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

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

VI - group or conglomerate of enterprises: a group of enterprises of fact or law with its own legal personality, under the direction, control or administration of a natural or legal person or group of persons who hold, alone or jointly, power of control over the others, provided that an integrated interest is demonstrated, effective communion of interests and joint action of the companies that are part of it;

VII - responsible entity: a business company headquartered in Brazil that is liable for any violation of a global corporate standard, even if it arises from an act performed by a member of the economic group headquartered in another country;

VIII - category of international data transfer: hypotheses provided for in items I to IX of Article 33 of the LGPD which authorize an international data transfer; and

IX - international organization: organization governed by public international law, including its subordinate organs or any other body created by agreement between two or more countries.

CHAPTER III

INTERNATIONAL DATA TRANSFER

Section I

General Requirements

Article 4. For international transfers of personal data, processing agents must present sufficient conditions and guarantees of compliance with the general principles of protection, the rights of the data subject, and the data protection framework provided for in the LGPD.

Sole paragraph. The sufficient guarantees of compliance with the general principles of protection and the rights of the data subject mentioned in the main section of this article shall also be analyzed according to the technical and organizational measures adopted by the processing agent, in accordance with the provisions of §§ 1 and 2 of Article 46 of the LGPD.

Article 5. It is up to the controller to verify, under the terms of the LGPD and this Regulation, whether the processing operation:

- I – characterizes as international data transfer;
- II - is subject to national legislation on the protection of personal data; and
- III - is supported by a valid legal hypothesis and international transfer category.

§1 The processor shall assist the controller by providing the information it has available and which is necessary to comply with the provisions of the main section of this article.

§2 The controller and the processor shall adopt effective measures capable of proving compliance with the rules on the protection of personal data and the effectiveness of such measures, in a manner compatible with the degree of risk of the processing and the mode of international transfer used.

Section II

Characterization of International Data Transfer

Article 6. International data transfer shall be characterized when the exporter transfers personal data to the importer.

Article 7. International collection of data does not characterize international data transfer.

Sole paragraph. International collection of data shall comply with the provisions of the LGPD when one of the hypotheses of Article 3 of the Law is verified.

Section III

Application of the National Legislation on the Protection of Personal Data

Article 8. The international data transfer must be carried out in accordance with the provisions of the LGPD and these Regulation when:

I - the processing operation is carried out in the national territory, except for the provisions of item IV of the main section of Article 4 of the LGPD;

II - the purpose of the processing activity is the offer or supply of goods or services or the processing of data of individuals located in the national territory; or

III - the personal data, object of the processing, are collected in the national territory.

Sole paragraph. The application of national law to the international data transfer shall be independent of the means used for its realization, the country in which the processing agents are based, or the country where the data are located.

Section IV

Legal Basis and Category of Transfer

Article 9. The international data transfer may only be carried out to fulfill legitimate, specific, explicit, and informed purposes to the data subject, without the possibility of further processing in a manner incompatible with these purposes, and if it is supported by:

I - one of the legal hypotheses provided in Article 7 or Article 11 of the LGPD; and

II - one of the following valid categories for carrying out the international transfer:

a) to countries or international organizations that provide a level of protection of personal data equivalent to that provided by the LGPD and in complementary standards, as recognized by ANPD's adequacy decision;

b) standard contractual clauses, global corporate rules, or specific contractual clauses in the form of these Regulations; or

c) in the hypotheses provided for in items II, d, and III to IX of Article 33 of the LGPD.

Sole paragraph. The international transfer of data shall be limited to the minimum necessary for the achievement of its purposes, including data that are relevant, proportionate, and not excessive in relation to the purposes of the data processing.

CHAPTER IV

THE ADEQUACY DECISION

Article 10. The ANPD may recognize, by means of an adequacy decision, the equivalence of the level of protection of personal data of a foreign country or international

organization with the national legislation on the protection of personal data, subject to the provisions of the LGPD and these Regulations.

Article 11. The assessment of the level of protection of personal data of a foreign country or international organization shall consider:

I - the general and sectoral rules of the legislation in force in the country of destination or in the international organization;

II - the nature of the data;

III - compliance with the general principles of personal data protection and the rights of data subjects provided for in the LGPD;

IV - the adoption of appropriate security measures to minimize impacts on the liberties and fundamental rights of the data subjects;

V - the existence of judicial and institutional guarantees for the respect of personal data protection rights; and

VI - other specific circumstances relating to the transfer.

§1 The assessment of the rules mentioned in item I of the main section of this article shall be limited to the legislation directly applicable or that has relevant impact on the processing of personal data and the rights of the data subjects, being possible to analyze, if necessary, complementary regulations and standards.

§2 For the purposes of the provisions of item III of the main section of this article, it will be assessed whether local legislation establishes obligations for processing agents to implement appropriate 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 the LGPD.

§3 For the purposes of the provisions of item V of the caput of this article, the existence and effective functioning of an independent regulatory body, with competence to ensure compliance with data protection rules and respect for the rights of data subjects, shall be considered, among other relevant institutional guarantees.

§4 The ANPD may provide, by means of guidelines or complementary rules, on the criteria for assessing the level of protection of personal data, provided for in the caput of this article.

§5 The guidelines and complementary standards mentioned in § 4 shall be developed with the purpose of providing technical, legal, and organizational guidelines that support the correct application of the suitability criteria, aiming at the protection of the rights and guarantees of the data subjects.

Article 12. For the assessment of the level of protection of personal data, the risks and benefits provided by the adequacy decision will also be considered, taking into account, among other aspects, the guarantee of the principles, the rights of the data subject and the data protection regime provided by the LGPD, in addition to the impacts on the international data flow, diplomatic relations and international cooperation of Brazil with other countries and international organizations.

Sole paragraph. The ANPD will prioritize the assessment of the level of data protection of foreign countries or international organizations that guarantee reciprocal processing to Brazil and whose recognition of adequacy enables the expansion of the free flow of international transfers of personal data between countries.

Article 13. The procedure for issuing an adequacy decision:

I - shall be instituted by a decision of the Board of Directors, *ex officio* or after a request of the legal entities of public law referred to in the *Sole paragraph* of Article 1 of Law No. 12.527, of November 18, 2011;

II - will be instructed by the competent technical area, under the terms of the ANPD Internal Regulations, which will comment on the merits of the decision, indicating, if applicable, the conditions to be observed; and

III - after the opinion of the Public Attorney's Office, it shall be subject to a final deliberation by the Board of Directors, in accordance with the ANPD Internal Regulation.

§1 The Ministry of Foreign Affairs shall be notified of the initiation of the proceedings and shall be entitled to submit a statement in the case file, within the scope of its legal powers.

§2 The decision on adequacy shall be issued by the Resolution of the Board of Directors and published on the ANPD website.

§3 The Board of Directors may issue supplementary rules on the procedure for issuing an adequacy decision, as well as on the procedure for periodic reassessment of the level of protection and review of the adequacy decision.

CHAPTER V

STANDARD CONTRACTUAL CLAUSES

Section I

General Provisions

Article 14. The standard contractual clauses, prepared and approved by the ANPD in the form of Annex II, establish minimum guarantees and valid conditions for the realization of international data transfer based on item II, paragraph b, of Article 33 of the LGPD.

Sole paragraph. The standard contractual clauses aim to ensure the adoption of appropriate safeguards for compliance with the principles, the rights of the data subject, and

the data protection regime provided for in the LGPD, including the determinations of the ANPD.

Article 15. The validity of the international data transfer requires the full adoption and without any changes to the text of the standard contractual clauses made available in Annex II, by means of a contractual instrument signed between the exporter and the importer.

§1 Standard contractual clauses may be:

- I - used as part of a specific contract to govern the international transfer of data; or
- II - incorporated into a contract with a broader object.

§2 In the cases of items I and II of § 1 of this Article, any additional clauses and other provisions given in the contractual instrument or in related contracts signed between the Parties may not exclude, modify, or contradict, directly or indirectly, the provisions of the standard contractual clauses.

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

Article 16. The processing agent designated in the standard contractual clauses must make available to the data subject, upon request, the contractual instrument used to carry out the international data transfer, observing commercial and industrial secrets.

§1 The processing agent mentioned in the main section shall also publish on its website a document containing information written in Portuguese, in simple, clear, precise, and accessible language on the realization of the international data transfer, including, at least, information on:

- I - the form, duration and specific purpose of the international transfer;
- II - the country of destination of the transferred data;

III - the identification and contact details of the controller;

IV - the shared use of data by the controller and the purpose;

V - the responsibilities of the agents who will carry out the processing; and

VI - the rights of the data subject and the means to exercise them, including an easily accessible channel and the right to petition against the controller before the ANPD.

§2 The document referred to in § 1 may be made available on a specific page or integrated, in a highlighted and easily accessible manner, into the Privacy Policy or equivalent instrument.

Section II

Equivalent standard contractual clauses

Article 17. The ANPD may recognize the equivalence of standard contractual clauses from other countries or international organizations with the clauses set out in Annex II.

§1 The procedure referred to in the caput:

I - may be instituted ex officio or at the request of interested parties;

II - will be instructed by the competent technical area, under the terms of the ANPD Internal Regulation, which will comment on the merits of the equivalence proposal, indicating, if applicable, the conditions to be observed; and

III - after the opinion of the Public Attorney's Office, it shall be subject to deliberation by the Board of Directors, in accordance with the ANPD Internal Regulation.

§2 The Board of Directors may decide to consult society during the procedure provided for in § 1.

§3 The application sent to the ANPD must be accompanied by the following documents and information:

- I - the entire content of the standard contractual clauses, translated into Portuguese;
- II - relevant applicable legislation or any relevant document, including guides and guidelines issued by the respective personal data protection authority; and
- III - analysis of the compatibility with the provisions of the LGPD and this Regulation, including a comparison between the content of the national clauses and those intended to obtain recognition of equivalence.

Article 18. The decision on the equivalence proposal will consider, among other relevant circumstances:

- I - whether the standard contractual clauses are compatible with the provisions of the LGPD and of 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 by the LGPD, in addition to the impacts on the international flow of data, diplomatic relations and international cooperation of Brazil with other countries and international organizations.

Sole paragraph. For the purposes of item II of the main section, the ANPD will prioritize the approval of clauses that can be used at scale by other processing agents that carry out international data transfers in similar circumstances.

Article 19. Standard contractual clauses recognized as equivalent shall be approved by the Resolution of the Board of Directors and published on the ANPD website.

Sole paragraph. The standard contractual clauses recognized as equivalent constitute a valid category for conducting international data transfers, in the form of Article 33, II, b, of the LGPD, subject to the conditions established in the decision of the Board of Directors.

CHAPTER VI

SPECIFIC CONTRACTUAL CLAUSES

Article 20. Due to the uniqueness of certain international data transfers, the controller may request the ANPD to approve specific contractual clauses, which offer and demonstrate guarantees of compliance with the principles, the rights of the data subject, and the data protection framework provided by the LGPD and in this Regulation.

§1 Specific contractual clauses shall only be approved for international data transfers that cannot be carried out based on standard contractual clauses, due to exceptional circumstances of fact or law, duly proven by the controller.

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

Article 21. The controller shall submit the contractual instrument governing the international data transfer, which contains the specific clauses, for approval by the ANPD.

§1 The analysis conducted by the ANPD will consider, among other relevant circumstances:

I - whether the specific clauses are compatible with the provisions of the LGPD 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 framework provided by the LGPD, in addition to the impacts on the international flow of data, diplomatic relations and international cooperation of Brazil with other countries and international organizations.

§2 For the purposes of § 1, II, the ANPD shall prioritize the approval of specific clauses that may also be used by other processing agents that carry out international data transfers in similar circumstances.

Article 22. In the contractual instrument submitted for ANPD's approval, the controller shall:

I - adopt, whenever possible, the wording of standard contractual clauses; and

II - indicate the specific clauses adopted, with the respective justification, under the terms of Article 20.

Article 23. Specific contractual clauses shall be submitted to the ANPD's approval, under the terms of the process described in Chapter VII.

CHAPTER VII

GLOBAL CORPORATE RULES

Article 24. Global corporate rules are intended for international data transfers between organizations of the same economic group and are binding on all members of the group.

Article 25. Global corporate rules shall be linked to the establishment and implementation of a privacy governance program, which, at a minimum:

I - demonstrate the controller's commitment to adopt internal processes and policies that ensure compliance, in a comprehensive manner, with standards and good practices with regards to the protection of personal data;

II - apply to all personal data under its control, regardless of how the data was collected;

III - is adapted to the structure, scale, and volume of its operations, as well as to the sensitivity of the data processed;

IV - establish appropriate policies and safeguards based on a systematic assessment process of impacts and risks to privacy and personal data protection;

V - has the objective of establishing a relationship of trust with the data subject, through transparent action and ensuring mechanisms for the data subject's participation;

VI - is integrated into the overall governance structure, as well as establishes and enforces internal and external oversight mechanisms;

VII - have an incident response and remediation plans; and

VIII - is constantly updated based on information obtained from continuous monitoring and periodic evaluations.

Article 26. In addition to complying with the provisions of Article 25, the global corporate rules shall contain, at a minimum:

I – a specification of the categories of international data transfers for which the instrument applies, including the categories of personal data, the processing operation and its purposes, the legal hypothesis, and the types of data subjects;

II – an identification of the countries to which the data are transferred;

III - the structure of the group or conglomerate of enterprises, containing the list of related entities, the role played by each of them in the processing, and the contact details of each organization processing personal data;

IV - determining the binding nature of the global corporate standard for all members of the economic group, including its employees;

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

VI – an indication of the applicable rights of the data subjects and the means for their exercise, including an easily accessible channel and the right to petition against the controller before the ANPD, after proof by the data subject of the presentation of a complaint to the controller not resolved within the period established in the regulation;

VII - rules on the review process of global corporate standards and provision for submission for prior approval by the ANPD; and

VIII - provision for communication to the ANPD in the event of changes in the guarantees presented as sufficient to comply with the principles, the rights of the data subject and the data protection regime provided for in the LGPD, especially in the event that one of the members of the group is subject to a legal determination from another country that prevents compliance with corporate rules.

§1 For the purposes of compliance with item VIII, the global corporate rules shall provide for an obligation to notify the responsible entity immediately whenever a member located in another country is subject to a legal determination that prevents compliance with corporate obligations, except in the event of an express legal prohibition for such notification.

§2 For the purposes of item VI, any request related to compliance with the global corporate rules must be answered within the period provided for in the LGPD and in specific regulations.

§3 Global corporate rules constitute a valid category for carrying out international transfers of personal data only to organizations or countries covered by the global corporate rules.

Article 27. Global corporate rules shall be submitted to ANPD's approval, in accordance with the process described in Chapter VII.

CHAPTER VIII

THE APPROVAL PROCESS FOR SPECIFIC CONTRACTUAL CLAUSES AND GLOBAL CORPORATE RULES

Article 28. The application for approval of specific contractual clauses or global corporate rules shall be accompanied by:

- I - the draft contract or corporate standard;
- II - the corporate documents of the processing agent or economic group; and
- III - demonstration of compliance with the requirements set forth in Chapters V or VI of these Regulations.

Article 29. The application for approval of specific contractual clauses and global corporate rules:

I - will be analyzed by the competent technical area, under the terms of the ANPD Internal Regulation, which will express its opinion on the merits of the request, indicating, if applicable, the conditions to be observed; and

II - after the opinion of the Public Attorney's Office, it shall be subject to deliberation by the Board of Directors, in accordance with the ANPD Internal Regulation.

§1 In the analysis of specific contractual clauses or global corporate rules submitted for ANPD's approval, the submission of other documents and supplementary information may be required or due diligence on processing operations may be carried out, where necessary.

§2 The case file will be summarily closed, by the decision of the competent technical area, if the additional documents and information requested are not submitted.

Article 30. A request for reconsideration, duly substantiated, within 10 (ten) working days, may be made against the decision of the Board of Directors that denies the approval of specific contractual clauses or global corporate rules.

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

Article 31. The ANPD shall publish on its website the list of specific contractual clauses and approved global corporate rules.

Sole paragraph. The ANPD may publish the full text of specific contractual clauses in cases where such clauses may be used by other processing agents, subject to commercial and industrial secrets.

Article 32. The processing agent shall make available to the data subject, upon request, the specific contractual clauses and global corporate rules and publish on its website a document written in plain language on the realization of the international data transfer, as provided for in Article 16 of these Regulations, subject to the conditions established in the approval decision.

Article 33. Changes to specific contractual clauses and global corporate rules are subject to prior approval by the ANPD, subject to 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 the data subject and the data protection regime provided for in the LGPD.

CHAPTER IX

FINAL PROVISIONS

Article 34. The processes of international data transfers referred to in this Regulation may be analyzed in an aggregated manner, and any resulting measures may be adopted in a standardized manner.

ANNEX II

STANDARD CONTRACTUAL CLAUSES

(NOTE: As provided for in Annex I - International Data Transfer Regulation, the Clauses set out in this ANNEX may be used as part of a specific contract governing the international transfer of data or incorporated into a contract with a broader object).

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 provided. The definitions of the terms used in these Clauses are detailed in CLAUSE 6).

CLAUSE 1. Identification of the Parties

1.1. By this contractual instrument, the Exporter and the Importer (hereinafter, Parties), identified below, resolve to adopt the standard contractual clauses (hereinafter Clauses) approved by the National Data Protection Authority - ANPD, to govern the

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International Data Transfer described in CLAUSE 2, in accordance with the provisions of National Legislation.

Name:
Qualification:
Main address:
E-mail address:
Legal representative:
Contact for the data subject:
Other information:

Exporter (Controller) **Exporter (Processor)**

(NOTE: Please tick the option corresponding to Controller or Processor and fill in the identifying information as indicated in the table.)

Name:
Qualification:
Main address:
E-mail address:
Legal representative:
Contact for the Data subject:
Other information:

Importer (Controller) **Importer (Processor)**

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(NOTE: please tick the option corresponding to Controller or Processor and fill in the identification information as indicated in the table)

CLAUSE 2. Object

2.1. This contract applies to the International Data Transfers from the Exporter to the Importer as described below.

Description of the international transfer

Purpose of the transfer:
Personal data transferred:
Category of data subjects:
Applicable legal basis:
Data storage period:
Information on the related contract:
Data source:
Frequency of the transfers:
Duration of the transfers:
Other information:

(NOTE: please fill in the information relating to the international transfer in as much detail as possible)

CLAUSE 3. Subsequent Transfers

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(NOTE: Choose between OPTION A and OPTION B as appropriate).

Option A.

3.1. The Importer may not carry out an Subsequent Transfer of the Personal Data subject to the International Data Transfer governed by these Clauses.

Option B.

3.1. The Importer may carry out a Subsequent Transfer of the Personal Data subject to the International Data Transfer governed by these Clauses, in the hypotheses and according to the conditions described below and provided that the provisions of CLAUSE 18 are observed.

Identification of the third-party recipient: Name: Address: E-mail: Legal representative: Contact for the data subject: Purpose of the transfer: Conditions for its realization: Other information:

(NOTE: Please fill in as detailed as possible with information on subsequent transfers authorized).

CLAUSE 4. Designated Party

(NOTE: Choose between OPTION A and OPTION B as appropriate).

Option A.

4.1. Without prejudice to the duty of mutual assistance and the general obligations of the Parties, the Designated Party below shall have primary responsibility for the fulfillment of the following obligations under these Clauses:

(NOTE: in points a, b and c check the option corresponding to Exporter, Importer, or both, as appropriate).

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

Exporter Importer

b) Responsible for responding to requests for data subjects referred to in CLAUSE 15:

Exporter Importer

c) Responsible for carrying out the security incident reporting provided for in CLAUSE 16:

Exporter Importer

4.2. For the purposes of these Clauses, if the Designated Party under 4.1 is the Processor, the Controller shall remain liable:

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

b) compliance with the ANPD's determinations; and

c) guaranteeing the rights of the data subjects and repairing any damage caused.

Option B.

(NOTE: Option B is exclusive for international data transfers carried out between processors and will only be valid upon authorization and signature of the Clauses by the Third Party Controller, in the form of item 4.2)

4.1. Considering that both Parties act exclusively as Processors in the context of the International Data Transfer governed by these Clauses, the Exporter represents and warrants that the transfer is carried out with the authorization and in accordance with the written instructions provided by the Third-Party Controller identified in the table below.

Identification information of the Third-Party Controller: Name: Address: E-mail: Legal representative: Contact for the data subject: Purpose of the transfer: Conditions for its realization: Other information: Information on Related Contract:
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(NOTE: Please fill in as detailed as possible with the identification and contact information of the Third-Party Controller and, if applicable, the Related Contract).

4.2. The undersigned Third-Party Controller hereby authorizes the performance of the International Data Transfer in accordance with its instructions, in compliance with the provisions of these Clauses and any Related Contract entered with the Exporter.

4.3. Without prejudice to the duty of mutual assistance and the general obligations of the Parties, the Designated Party below shall have primary responsibility for the fulfillment of the following obligations under these Clauses:

(NOTE: in points a, b and c check the option corresponding to Exporter, Third Party Controller, or both, as appropriate)

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

Exporter Third Party Controller

b) Responsible for responding to requests for data subjects referred to in CLAUSE 15:

Exporter Third Party Controller

b) Responsible for carrying out the security incident reporting provided for in CLAUSE 16:

Exporter Third Party Controller

4.4. The Importer shall provide all the information available to it which is necessary for the Exporter or the Third-Party Controller, as the case may be, to properly fulfill the obligations set out in item 4.3.

4.5. Even if the Designated Party under item 4.3. is the Exporter, the undersigned Third-Party Controller shall remain responsible:

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

- b) compliance with the ANPD's determinations; and
- c) guaranteeing the rights of the data subjects and repairing any damage caused.

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 safe international flow of personal data, to establish minimum guarantees and valid conditions for the realization of 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 framework provided by the National Legislation.

CLAUSE 6. Definitions

6.1. For the purposes of these Clauses, the definitions of Article 5 of the LGPD, the Regulation on International Data Transfers, and other normative acts issued by the ANPD shall be considered. The Parties further agree to consider the terms and their respective meanings as set forth below:

- a) Processing agents: the controller and the processor;
- b) ANPD: National Data Protection Authority;
- c) Clauses: the standard contractual clauses approved by the ANPD, which form part of SECTIONS I, II and III;

d) Related Contract: contractual instrument celebrated 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 relationship with the contract governing the International Data Transfer;

e) Controller: Party or third party (Third-Party Controller) to whom decisions regarding the processing of Personal Data are made;

f) Personal Data: information relating to an identified or identifiable natural person;

g) Sensitive Personal Data: personal data on racial or ethnic origin, religious conviction, political opinion, membership of a trade union or religious, philosophical or political organization, data concerning health or sex life, genetic or biometric data, when linked to a natural person;

h) Deletion: deletion of data or a set of data stored in a database, regardless of the procedure used;

i) Exporter: processing agent, located in the national territory or in a foreign country, which transfers personal data to the Importer;

j) Importer: processing agent, located in a foreign country, which receives personal data transferred by an Exporter;

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

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

m) LGPD: General Personal Data Protection Law (Federal Law No. 13,709, of August 14, 2018);

n) Security Measures: technical and administrative measures to protect Personal Data from unauthorized access and accidental or unlawful destruction, loss, alteration, communication, or disclosure;

o) Research Organization: body or entity of the direct or indirect public administration or non-profit private legal entity legally constituted under Brazilian law, with headquarters and jurisdiction in the country, which includes in its institutional mission or in its social or statutory objective basic or applied research of a historical, scientific, technological or statistical nature;

p) Processor: Party or third party, including a Subcontracted, which carries out the processing of Personal Data on behalf of the Controller;

q) Designated Party: Party to the contract or a Third-Party Controller designated pursuant to CLAUSE 4 to fulfill specific obligations regarding transparency, data subjects' rights and security incident reporting;

r) Parties: Exporter and Importer;

s) Access Request: request that must be complied with by law, regulation or order of a public authority in order to grant access to the Personal Data that is the subject of the International Data Transfer governed by these Clauses;

t) Subcontracted: processing agent contracted by the Importer, without any link with the Exporter, to process Personal Data following an International Data Transfer;

u) Third-Party Controller: Controller of Personal Data who authorizes and provides written instructions for the performance, on its behalf, of the International Data Transfer between Processors governed by these Clauses, in the form of Clause 4 (Option B);

v) Data subject: natural person to whom the Personal Data which are the subject of the International Data Transfer governed by these Clauses refer;

w) Transfer: a processing method whereby a controller transmits, shares or provides access to Personal Data to another controller;

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

y) Subsequent Transfer: transfer of Personal Data, within the same country or to another country, originating from an Importer, and destined for a third party, including a Subcontracted, if it does not constitute an Access Request.

CLAUSE 7. Applicable legislation and ANPD supervision

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

CLAUSE 8. Interpretation

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

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

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

c) nothing in these Clauses, including a Related Contract and the provisions set out in SECTION IV, shall be construed to limit or exclude the liability of either Party in respect of obligations under National Law; and

d) the provisions of SECTIONS I and II shall prevail in case of conflict of interpretation with additional clauses and other provisions set out in SECTIONS III and IV of this contract or in Related Contracts.

CLAUSE 9. Possibility of third party membership

9.1. By mutual agreement between the Parties, the processing agent may adhere to these Clauses in the capacity of Exporter or Importer by completing and signing a written document, which shall form part of this contract.

9.2. From the date of accession, the acceding Party shall have the same rights and obligations as the originating Parties, according to the position assumed by the 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, where necessary, to demonstrate the adoption of effective measures capable of proving compliance with and enforcement of the provisions of these Clauses and National Legislation, including the effectiveness of such measures and, in particular:

a) use Personal Data only for the specific purposes described in CLAUSE 2, without the possibility of further processing in a manner incompatible with those purposes, subject in any case to the limitations, guarantees and safeguards provided for in these Clauses;

b) ensure the compatibility of the processing with the purposes informed to the Data subject, in accordance with the context of the processing;

c) limit processing to the minimum necessary considering the purposes of the processing, with the scope of the data being relevant, proportionate and not excessive in relation to the purposes of the processing of Personal Data;

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

(d.1.) clear, precise, and easily accessible information about realization of the processing and the respective processing agents, with due regard for commercial and industrial secrets;

(d.2.) facilitated and free consultation on the form and duration of the processing as well as on the completeness of your Personal Data; and

(d.3.) the accuracy, clarity, relevance, and updating of Personal Data, as necessary and for the fulfillment of the purpose of their processing;

e) use appropriate technical and administrative measures to prevent damage arising from the processing of Personal Data and to protect Personal Data from unauthorized access and accidental or unlawful destruction, loss, alteration, disclosure or dissemination;

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

g) ensure that any person acting under its authority, including subcontractors or any agent working with it, whether free of charge or not, processes data only in accordance with its instructions and the provisions of these Clauses; and

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

CLAUSE 11. Sensitive personal data

11.1. Where the international transfer of personal data involves sensitive data, the Parties shall apply additional safeguards, including Security Measures specific and proportionate to the risks of the processing activity, the specific nature of the data and the interests, rights, and guarantees to be protected, as described in SECTION III.

CLAUSE 12. Data of children and adolescents

12.1. If the International Transfer governed by these Clauses includes Personal Data of children and adolescents, the Parties shall take measures to ensure that the processing is carried out in their best interests, in accordance with National Legislation and relevant instruments of international law.

CLAUSE 13. Legal use of data

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

CLAUSE 14. Transparency

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

- a) the form, duration, and specific purpose of the international transfer;
- b) the country of destination of the transferred data;
- c) the identification and contact details of the Designated Party;
- d) the shared use of data by the Parties and the purpose;
- e) the responsibilities of the agents who will carry out the processing;
- f) the rights of the Data Subject and the means to exercise them, including an easily accessible channel available to respond to the requests and the right to petition against the Exporter and the Importer before the ANPD; and

g) Subsequent Transfers, including those concerning the recipients and the purpose of the transfer.

14.2. The document referred to in item 14.1. may be made available on a specific page or integrated, in a prominent and easily accessible way, with 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, subject to commercial and industrial secrecy.

14.4. All information made available to Data Subjects under these Clauses shall be in the Portuguese language.

CLAUSE 15. Rights of the Data Subject

15.1. The Data Subject has the right to obtain from the Designated Party, in relation to the Personal Data subject to the International Data Transfer governed by these Clauses, at any time and upon request, in accordance with National Law:

- a) confirmation of the existence of processing;
- b) access to data;
- c) correction of incomplete, inaccurate or outdated data;
- d) anonymization, blocking or deletion of unnecessary, excessive or processed data in non-compliance with these Clauses and with the provisions of National Legislation;
- e) portability of data to another service or product provider, upon express request, in accordance with ANPD regulations, observing commercial and industrial secrets;
- f) deletion of Personal Data processed with the consent of the Data Subject, except in the cases provided for in CLAUSE 20;

g) information from public and private organizations with which the Parties have made shared use of data;

h) information on the possibility of not providing consent and on the consequences of refusal;

i) withdrawal of consent by means of a free and facilitated procedure, being ratified the processing carried out before the request for deletion;

j) review of decisions taken solely based on automated processing of Personal Data affecting the interests of the Data Subject; and

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

15.2. The deadline for meeting the requests provided for in this Clause and in item 14.3. is 15 (fifteen) continuous days, except in the event of a different deadline established in specific ANPD regulations.

15.3. If the Data Subject's request is directed to a Party not designated as responsible for the obligations under this Clause or under 14.3, the 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 soon as possible in order to enable a response within the timeframe set out in item 15.2.

15.4. The Parties must immediately inform the Processing Agents with whom they have shared data of the correction, deletion, anonymization, or blocking of the data so that they can repeat the same procedure.

15.5. The Parties shall promote mutual assistance for the purpose of meeting the requests of the Data Subjects.

CLAUSE 16. Security Incident Reporting

16.1. In the event of a security incident that may entail a relevant risk or damage to the Data Subjects, the Designated Party shall notify the ANPD and the Data Subjects, as provided for in the National Legislation.

16.2. The communication provided for in item 16.1. shall be made within a reasonable period, defined in specific ANPD regulations, and shall mention, as a minimum, the regulations and guidelines issued by the ANPD:

- a) a description of the nature of the Personal Data affected;
- b) the information on the Data Subjects concerned;
- c) an indication of the technical and security measures used to protect the data, with due regard for commercial and industrial secrets;
- d) the risks related to the incident;
- e) the reasons for the delay, in case the communication was not immediate; and
- f) the measures that have been or will be taken to reverse or mitigate the effects of the injury.

16.3. The Importer shall maintain a record of security incidents in accordance with National Legislation.

CLAUSE 17. Liability and compensation for damage

17.1. The Party that, due to the exercise of the Personal Data processing activity, causes damage to property, moral, individual, or collective, in violation of the provisions of these Clauses and the National Legislation, is obliged to repair it.

17.2. The Data Subject may claim compensation for the damage caused by any of the Parties due to the breach of these Clauses.

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

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

17.5. The Controllers who are directly involved in the processing resulting in damage to the Data Subject shall be jointly and severally liable for such damage, subject to the provisions of Clause 17.6.

17.6. The Parties shall not be held liable if it is established that:

- a) have not carried out the processing of Personal Data assigned to them;
- b) although they have carried out the processing of Personal Data attributed to them, there has been no breach of these Clauses; or
- c) the damage is due to the sole fault of the Data Subject or of a third party who is not a transferee or subcontractor of the Parties.

17.7. Under the terms of the Brazilian Legislation, the judge may shift the burden of proof in favor of the Data Subject when, in their judgment, the allegation is credible, there is a lack of sufficient evidence or when the production of evidence by the Data subject would be excessively burdensome.

17.8. Actions for reparation for collective damages that have as their object the liability under this Clause may be exercised collectively in court, subject to the provisions of the relevant legislation.

17.9. The Party that repairs the damage to the data subject has the right of recourse against the other responsible parties, to the extent of their participation in the harmful event.

CLAUSE 18. Safeguards for Subsequent Transfer

18.1. The Importer may only carry out Subsequent Transfers of the Personal Data object of the International Data Transfer governed by these Clauses if expressly authorized, in accordance with the hypotheses and conditions described in CLAUSE 3.

18.2. In any event, the Importer:

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

b) shall ensure by a written contractual instrument that the safeguards set out in these Clauses will be observed by the third party recipient of the Subsequent Transfer; and

c) for the purposes of these Clauses, and in relation to the Personal Data transferred, shall be held responsible for any irregularities committed by the third party recipient of the Subsequent Transfer.

18.3. The Subsequent Transfer may also be carried out based on another valid form of International Data Transfer provided for in the Brazilian Legislation.

CLAUSE 19. Notification of Access Request

19.1. The Importer shall notify the Exporter and the Data subject of any Access Request relating to Personal Data transferred under these Clauses, unless prohibited by the law of the country of processing.

19.2. The Importer shall take appropriate legal action, including legal action, to protect the rights of the Data Subjects where there is an adequate legal ground to challenge the legality of the Access Request and, if applicable, the prohibition to carry out the notification referred to in item 19.1.

19.3. In order to comply with ANPD and Exporter requests, the Importer shall maintain a record of Access Requests, including date, requestor, the purpose of the request, type of data requested, number of requests received, and legal action taken.

CLAUSE 20. Termination of processing and deletion of data

20.1. The Parties shall delete the personal Data Subject to the International Data Transfer governed by these Clauses after the end of the processing, with retention authorized only for the following purposes:

- a) compliance with a legal or regulatory obligation by the Controller;
- b) study by a Research Organization, ensuring, whenever possible, the anonymization of personal data;
- c) transfer to a third party, provided that the requirements set forth in these Clauses and in the National Legislation are met; and
- d) exclusive use of the Controller, with no access by third parties, and provided that the data is anonymized.

20.2. For the purposes of this Clause, termination of processing shall be deemed to occur when:

- a) the purpose set out in these Clauses has been achieved;
- b) the Personal Data are no longer necessary or relevant for the achievement of the specific purpose set out in these Clauses;
- c) the period for processing the agreed data has expired, including after the termination of this contract;
- d) upon request of the Data Subject; and
- e) determined by the ANPD.

CLAUSE 21. Security of data processing

21.1. The Parties shall adopt Security Measures to ensure sufficient protection of confidentiality, integrity and availability of the Personal Data subject to the International Data Transfer governed by these Clauses, even after its termination.

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

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

CLAUSE 22. Legislation of the country receiving the data

22.1. The Parties declare that they have assessed the legislation of the country receiving the data and have not identified any laws or administrative practices that would prevent the Importer from fulfilling its obligations under these Clauses.

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

CLAUSE 23. Non-compliance with Clauses by the Importer

23.1. In case of violation of the safeguards and guarantees provided for in these Clauses or the impossibility of their compliance by the Importer, the Exporter shall be notified immediately, except as provided in item 19.1.

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

- a) suspend the International Data Transfer;
 - b) request the return of the Personal Data, its transfer to a third party, or its deletion;
- and
- c) terminate the contract.

CLAUSE 24. Choice of forum and jurisdiction

24.1. Brazilian law shall apply to these Clauses and any dispute between the Parties arising from these Clauses shall be settled before the competent courts of Brazil, observing, if applicable, the forum elected by the Parties in Section IV.

24.2. The Data Subjects may bring legal actions against the Exporter or the Importer, as they choose, before the competent courts in Brazil, including those located in their place of residence.

24.3. By mutual agreement, the Parties may use arbitration to resolve disputes arising from these Clauses, provided that it 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 adopted, including specific measures for the protection of sensitive data. The measures may include, among others, the following aspects, 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 data storage:

Section IV

Additional Clauses and Annexes

(NOTE: Additional Clauses and Annexes may be included in this Section, at the discretion of the Parties, to regulate, among others, 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 for in Sections I, II and III).

Place, date.

EXPORTER

IMPORTER

THIRD CONTROLLER

(NOTE: the signature of the Third-Party Controller is required only in case of adoption of Option B of Clause 4, applicable exclusively for international data transfers carried out between processors).