

## RESOLUTION CD/ANPD No. 19, OF AUGUST 23, 2024

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

THE BOARD OF DIRECTORS OF THE BRAZILIAN DATA PROTECTION AUTHORITY (ANPD), pursuant to the powers provided 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 the ANPD's Internal Regulations, and considering the decision made in process No. 00261.000968/2021-06, resolves:

**Article 1.** This Resolution approves, in the form of Annexes I and II, the Regulation on International Data Transfer and the content of standard contractual clauses, under the terms of Article 33, items I and II, sub-items 'a', 'b', and 'c', Article 34, Article 35, main section and paragraphs 1, 2, and 5, and Article 36 of Law No. 13,709, of August 14, 2018.

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

Sole paragraph. Data processing agents who use contractual clauses to carry out international data transfers must incorporate the standard contractual clauses approved by the ANPD into their respective contractual instruments within a period of up to 12 (twelve) months from the date of publication of this Resolution.

WALDEMAR GONÇALVES ORTUNHO JUNIOR

President-Director

## **ANNEX I**

### **REGULATION ON INTERNATIONAL DATA TRANSFER**

#### **CHAPTER I**

#### **PRELIMINARY 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 in Law No. 13,709, of August 14, 2018, through recognition of adequacy by the ANPD; or

II - when the controller offers and proves 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, in the form of:

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

Sole paragraph. The provisions of this Regulation do not exclude the possibility of carrying out international data transfers based on other mechanisms provided in Article 33 of Law No. 13,709, of August 14, 2018, which do not depend on regulation, provided that the specificities of the concrete 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 of Law No. 13,709, of August 14, 2018, and this Regulation, observing the following guidelines:

I - guarantee of compliance with the principles, rights of the data subject, and a level of protection equivalent to that provided in Brazilian legislation, regardless of the country where the personal data subject to transfer is located, including after the end of processing and in cases of subsequent transfers;

II - adoption of simple procedures, preferably interoperable, and compatible with international standards and best practices;

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

IV – ensuring accountability and responsibility, through the adoption of effective measures capable of proving compliance with the principles of the rights of the data subject and the personal data protection regime provided in Law No. 13,709, of August 14, 2018, including the effectiveness of these measures;

V - implementation of effective transparency measures, ensuring the provision of clear, precise, and easily accessible information to data subjects about the transfer, observing commercial and industrial secrecy; and

VI - adoption of good practices and appropriate prevention and security measures compatible with the nature of the personal data processed, the purpose of the processing, 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: data processing agent, located in the Brazilian territory or in a foreign country, who transfers personal data to an importer;

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

III - transfer: data processing operation through which a data processing agent transmits, shares, or makes personal data accessible to another data processing agent;

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

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

VI - group or conglomerate of companies: a set of companies, whether *de facto* or *de jure*, with their own legal personalities, under the direction, control, or administration of a natural or legal person or a group of people who hold, individually or jointly, control over the others, provided there is demonstrated integrated interest, effective community of interests, and joint action of the companies involved;

VII - responsible entity: business company, headquartered in Brazil, that is responsible for any violation of global corporate norms, even if resulting from an act practiced by a member of the group or conglomerate of companies headquartered in another country;

VIII - international data transfer mechanisms: situations 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 by 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 accidental or unlawful situations of destruction, loss, alteration, communication, or dissemination.

## **CHAPTER III**

### **INTERNATIONAL DATA TRANSFER**

#### **Section I**

##### **General Requirements**

**Article 4.** It is the responsibility of the controller to verify, in accordance with Law No. 13,709, of August 14, 2018, and this Regulation, whether the processing operation:

I - Characterizes an international data transfer;

II - Is subject to national personal data protection legislation; and

III - Is supported by a legal basis and valid international transfer mechanism.

Paragraph 1. The processor shall assist the controller by providing the information available to them and that is necessary to comply with the provisions of the main section of this article.

Paragraph 2. The controller and the processor must adopt effective measures capable of demonstrating compliance with personal data protection regulations and the effectiveness of these measures, in a manner compatible with the risk level of the processing and the international transfer mechanism used.

#### **Section II**

##### **Characterization of International Data Transfer**

**Article 5.** International data transfer is characterized when the exporter transfers personal data to the importer.

**Article 6.** International data collection does not characterize international data transfer.

Sole Paragraph. International data collection shall observe the provisions of Law No. 13,709, of August 14, 2018, when one of the situations indicated in Article 3 of the Law is verified.

#### **Section III**

##### **Application of Brazilian Personal Data Protection Legislation**

**Article 7** International data transfer must observe the provisions of Law No. 13,709, of August 14, 2018, and this Regulation, when:

I - the processing operation is carried out within the Brazilian territory, except as provided in item IV of the main section of Article 4 of Law No. 13,709, of August 14, 2018, and as provided in Article 8 of this Regulation;

II - the processing activity aims to offer or provide goods or services or to process data of individuals located within the Brazilian territory; or

III - the personal data subject to processing is collected within the Brazilian territory.

Sole Paragraph. The application of national legislation to international data transfer is independent of the means used for its execution, the country of residence of the data processing agents, or the country where the data is located.

**Article 8.** Law No. 13,709, of August 14, 2018, applies to personal data originating from abroad whenever it is subject to processing 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:

I – The personal data is in transit without being communicated or shared with a data processing agent located within the Brazilian territory; or

II - The personal data, processed within the Brazilian territory, is returned 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 the ANPD;

b) the legislation of the country or the applicable rules of 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 provided for 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 the ANPD will not exempt the application of Law No. 13.709, of August 14, 2018, in situations that may violate or jeopardize the observance of the general principles of data protection and the data subjects' rights provided for in Brazilian legislation.

Paragraph 3. The non-application of Law No. 13.709, of August 14, 2018, in the cases provided for in this article does not eliminate the need to observe other laws or regulations, especially those concerning the inviolability and confidentiality of communications, technical and security requirements, and access to data by public authorities.

#### **Section IV**

## **Legal Basis and Transfer Mechanism**

**Article 9.** The international data transfer can only be carried out to meet legitimate, specific, explicit, and informed purposes to the data subject, without the possibility of subsequent processing in a manner incompatible with these purposes, and provided that it is supported by:

I - one of the legal basis provided for in Article 7 or Article 11 of Law No. 13.709, of August 14, 2018; and

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

a) to countries or international organizations that provide an adequate level of data protection as provided for in Law No. 13.709, of August 14, 2018, and in complementary norms, 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 cases provided for 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 should be limited to the minimum necessary to achieve its purposes, encompassing relevant, proportional, and non-excessive data in relation to the purposes of data processing.

## **CHAPTER IV**

### **ADEQUACY DECISION**

#### **Section I**

##### **General Provisions**

**Article 10.** The ANPD may recognize, through an adequacy decision, the equivalence of the level of data protection of a foreign country or international organization with 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 shall take into consideration:

I - the general and sectoral norms in force with impacts on personal data protection in the destination country or international organization;

II - the nature of the data;

III - the observance of the general principles of personal data protection and the rights of the data subjects as provided in Law No. 13.709, of August 14, 2018;

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

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

VI - other specific circumstances related to the transfer.

Paragraph 1. The evaluation of the rules mentioned in item I of the main section of this article shall be limited to the legislation directly applicable or that generates relevant impacts on the data processing and on data subjects' rights.

Paragraph 2. For the purposes of the provisions in items III and IV of the main section of this article, it will be evaluated whether the local legislation establishes obligations for data processing agents to implement adequate security measures, considering the nature of the data and the risks involved in the data 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 the provisions in item V of the main section of this article, among other relevant institutional guarantees, the existence and effective functioning of an independent regulatory body, with competence to ensure compliance with data protection rules and guarantee the rights of the data subjects, will be considered.

**Article 12.** For the evaluation of the level of personal data protection, the following will also be taken into consideration:

I - the risks and benefits provided by the adequacy decision, considering, among other aspects, the guarantee of the principles, data subject's right, and the data protection regime provided in Law No. 13.709, of August 14, 2018; and

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

Sole Paragraph. The ANPD shall prioritize the evaluation of the level of data protection of foreign countries or international organizations that guarantee reciprocal treatment to Brazil and whose recognition of adequacy enables the expansion of the free flow of international data transfers 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 decision of the Board of Directors, *ex officio* or upon request of the public legal entities referred to in the sole paragraph of Article 1 of Law No. 12.527, of November 18, 2011;

II - shall be instructed by the competent technical area, in accordance with the ANPD's Internal Regulations, which will express an opinion on the merits of the decision, indicating, if applicable, the conditions to be observed; and

III - after the opinion of the Specialized Federal Prosecutor's Office, shall be subject to final deliberation by the Board of Directors, in the form of the ANPD's Internal Regulations.

Paragraph 1. The bodies and entities of the Public Administration with competencies related to the subject may be notified of the initiation of the process, being allowed to present a statement, within the scope of their legal competencies.

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

**Article 14.** The process initiated within the scope of the ANPD with a view to the preparation of documents, provision of information, and any other acts related to the recognition of Brazil as an adequate country by another country or international organization shall observe 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 the ANPD in the form of Annex II, establish minimum guarantees and valid conditions for the execution of international data transfers based on item II, sub-item "b", of Article 33 of Law No. 13,709, of August 14, 2018.

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

**Article 16.** The validity of the international data transfer, when supported by the adoption of the standard clauses, presupposes the full and unaltered adoption of the text provided 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 executed 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 in the contractual instrument or in related contracts signed by the parties, may not exclude, modify, or contradict, directly or indirectly, the provisions in the standard contractual clauses.

Paragraph 3. In the case of item II of Paragraph 1 of this article, Sections I, II, and III of Annex II must appear as an annex to the contractual instrument signed between the exporter and the importer.

## **Section II**

### **Transparency Measures**

**Article 17.** The controller must make available to the data subject, upon request, the full text of the clauses used for the execution of the international data transfer, observing 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 in specific ANPD regulations.

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

I - the form, duration, and specific purpose of the international transfer;

II - the destination country of the transferred data;

III - the identification and contacts of the controller;

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

V - the responsibilities of the agents who will process the data and the security measures adopted; and

VI - the data subject's rights and the means for exercising them, including an easily accessible channel and the right to petition against the controller before the ANPD.

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

## **Section III**

### **Equivalent Standard Contractual Clauses**

**Article 18.** The 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 decision of the Board of Directors, *ex officio* or at the request of interested parties;

II - shall be instructed by the competent technical area, in accordance with the ANPD's Internal Regulations, which will express 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 Prosecutor's Office, shall be subject to deliberation by the Board of Directors, in the form of the ANPD's Internal Regulations.

Paragraph 2. The Board of Directors may determine the conduct of a public consultation during the procedure provided for in Paragraph 1.

Paragraph 3. Public Administration bodies and entities with competencies on the subject may be notified of the initiation of the process, and they may present their opinions within the scope of their legal competencies.

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

I - the full text of the standard contractual clauses translated into Portuguese;

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

III - an analysis of compatibility with the provisions of Law No. 13.709, of August 14, 2018, and this Regulation, including a comparison between the content of the Brazilian 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 Law No. 13.709, of August 14, 2018, and this Regulation, as well as whether they ensure a level equivalent data protection to that guaranteed by the Brazilian standard contractual clauses; and

II - the risks and benefits provided by the approval, considering, among other aspects, the guarantee of principles, the data subject's rights, and the data protection regime provided for in Law No. 13.709, of August 14, 2018, in addition to the impacts on the international data flow, diplomatic relations, international trade, and Brazil's international cooperation with other countries and international organizations.

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

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

Sole Paragraph. The standard contractual clauses recognized as equivalent constitute a valid mechanism for carrying out international data transfers, in accordance with Article 33, item II, sub-item "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 approval of specific contractual clauses that offer and prove guarantees of compliance with the principles, the data subject's rights, and the data protection regime provided for in Law No. 13,709, of August 14, 2018, and in this Regulation.

Paragraph 1. Specific contractual clauses shall only be approved when the international data transfer cannot be carried out through standard contractual clauses due to exceptional factual or legal circumstances, duly proven by the controller.

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

**Article 22.** The controller must present the full text of the clauses governing the international data transfer, including the specific clauses, for ANPD approval.

Paragraph 1. The analysis carried out by ANPD shall consider, among other relevant circumstances:

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

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

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

**Article 23.** In the clauses submitted for ANPD approval, the controller must:

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

II - Indicate the specific clauses adopted, with the respective justification, in accordance with Article 22.

**Article 24.** Specific contractual clauses must be submitted for ANPD approval, in accordance with the process described in Chapter VIII.

## CHAPTER VII

### BINDING CORPORATE RULES

**Article 25.** Binding corporate rules are intended for international data transfers between organizations of the same group or conglomerate of companies, having a binding character concerning the group members who subscribe to them.

Sole Paragraph. The binding corporate rule constitutes a valid mechanism for carrying out international data transfers only for the organizations or countries covered by the binding corporate rules.

**Article 26.** Binding corporate rules must be linked to the 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 contain, at a minimum:

I - a description of the international data transfers to which the instrument applies, including the categories of personal data, the data 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 - structure of the group or conglomerate of companies, containing the list of affiliated entities, the role each of them plays in the processing, and the contact details of each organization that processes personal data;

IV - determination of the binding nature of the corporate rule for all members of the group or conglomerate of companies that subscribe to it, including their employees;

V - delimitation of responsibilities for data 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 complaint against the controller with the ANPD, after the data subject has proven that a complaint was submitted to the controller and not resolved within the established regulatory period;

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

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

Paragraph 1. For the purposes of complying with item VIII, the binding corporate rule must provide for an 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 obligation that prevents compliance with the binding corporate rules, except in the case of an express legal prohibition to make such notification.

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

**Article 28.** The binding corporate rules must be submitted for approval by the ANPD, under the terms of the process described in Chapter VIII.

## **CHAPTER VIII**

### **COMMON PROVISIONS TO SPECIFIC CONTRACTUAL CLAUSES AND BINDING CORPORATE RULES**

#### **Section I**

##### **Approval Procedure**

**Article 29.** The request for approval of specific contractual clauses or binding corporate rules must be followed, as applicable, by at least:

I - the full text of the clauses or the binding corporate rule;

II - the articles of incorporation or other constitutive documents of the data processing agent or members of the group or conglomerate of companies;

III - if applicable, a copy of the decision by the data protection authority that approved the specific clauses or binding corporate rules subject to the approval request; and

IV - demonstration of compliance with the requirements provided for in Chapters VI or VII of this Regulation.

**Article 30.** The request for approval of specific contractual clauses and binding corporate rules:

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

II - after the opinion of the Specialized Federal Prosecutor's Office, shall be subject to deliberation by the Board of Directors, in the form of the ANPD's Internal Regulations.

Paragraph 1. In the analysis of specific contractual clauses or binding corporate rules submitted for ANPD approval, the presentation of other documents and supplementary information may be required, or verification diligences regarding data processing operations may be conducted, when necessary.

Paragraph 2. The process may be summarily archived by decision of the competent technical area if the requested documents and supplementary information are not presented.

#### **Section II**

##### **Transparency Measures**

**Article 31.** The ANPD shall publish on its website the list of approved specific contractual clauses and binding corporate rules, indicating the respective applicant, the date of approval, and the decision

issued by the Board of Directors, in addition to other information deemed necessary by the responsible technical area.

Sole paragraph. The ANPD shall publish the full text of the specific contractual clauses in cases where such clauses can be used by other data processing agents, observing commercial and industrial secrecy.

**Article 32.** The controller must make available to the data subject, upon request, the full text of the specific contractual clauses or binding corporate rules, as provided in Article 17.

Sole paragraph. The controller shall publish on its website a document written in simple language about the international data transfer, as provided in 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 approval from the ANPD, 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, data subject's rights, and the data protection regime provided for 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 substantiated, may be filed within 10 (ten) business days from the official notification to the interested party, as provided for in Article 12 of the Annex to Resolution CD/ANPD No. 1, of October 28, 2021, in the procedures initiated for:

I - issuance of an adequacy decision;

II - recognition of the equivalence of 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 ANPD's Internal Regulations.

## **ANNEX II**

### **STANDARD CONTRACTUAL CLAUSES**

(NOTE: As provided for in Annex I - International Data Transfer Regulation, the Clauses provided in this ANNEX II may be included in a contract specifically governing international data transfer or a broader contract, 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 indicated spaces and according to the presented guidelines. 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, agree to adopt the standard contractual clauses (hereinafter Clauses) approved by the Brazilian Data Protection Authority (ANPD), to govern the International Data Transfer described in Clause 2, in accordance with the provisions of Brazilian Legislation.

Name:
Qualification:
Main address:
Email address:
Contact for the Data Subject:
Other Information:

Exporter/Controller  Exporter/Processor

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

Name:
Qualification:
Main address:
Email address:
Contact for the Data Subject:
Other Information:

Importer/Controller  Importer/Processor

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

#### **CLAUSE 2. Object**

2.1. These Clauses apply to the International Data Transfers from the Exporter to the Importer, as described below.

Description of the international data transfer:
Main purposes of the international data transfer:
Categories of personal data transferred:
Data retention period:
Other information:

(Note: fill in as detailed as possible with information related to the international transfer)

### **CLAUSE 3. Subsequent Transfers**

(Note: choose between "OPTION A" and "OPTION B", as applicable).

**OPTION A.** 3.1. The Importer may not carry out Subsequent Transfers of the 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 Subsequent Transfers of the Personal Data subject to the International Data Transfer governed by these Clauses in the cases and under the conditions described below and provided that the provisions of Clause 18 are observed.

Main purposes of the international data transfer:
Categories of personal data transferred:
Data retention period:
Other information:

(NOTE: fill in as detailed as possible with the information related to subsequent authorized transfers).

### **CLAUSE 4. Responsibilities of the Parties**

(NOTE: choose between "OPTION A" and "OPTION B", as applicable)

**OPTION A.** (the "Option A" is exclusive for international data transfers where at least one of the Parties acts as a Controller)

4.1. Without prejudice to the duty of mutual assistance and the general obligations of the Parties, the Designated Party below, in the capacity of Controller, shall be responsible for fulfilling the following obligations provided for in these Clauses:

- a) Responsible for publishing the document provided for in Clause 14;  
( ) Exporter ( ) Importer
- b) Responsible for responding to data subject requests as provided for in Clause 15:  
( ) Exporter ( ) Importer
- c) Responsible for communicating security incidents as provided for in Clause 16:



( ) Exporter ( ) Importer

(NOTE: in items "a", "b", and "c", check the corresponding option: (i) "Exporter" or "Importer", in cases where only one of the Parties acts as a controller; or (ii) check both options, in cases where both Parties act as controllers. The responsibility for fulfilling the obligations referred to in Clauses 14 to 16 cannot be attributed to the Party acting as a Processor. If it is later verified that the Designated Party acts as a Processor, the provisions of item 4.2 will apply)

4.2. For the purposes of these Clauses, if it is later verified that the Designated Party under item 4.1 acts as a Processor, the Controller shall remain responsible:

- a) for fulfilling the obligations provided for in Clauses 14, 15, and 16 and other provisions established in Brazilian Legislation, especially in case of omission or non-compliance with the obligations by the Designated Party;
- b) for complying with ANPD's determinations; and
- c) for guaranteeing the Data Subjects' rights and for repairing damages caused, as provided for in 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 table below.

Identification information of the Third-Party Controller:
Name:
Qualification:
Main address:
Email address:
Contact for the Data Subject:
Information about the Linked Contract:

(NOTE: fill in as detailed as possible with the identification and contact information of the Third-Party Controller and, if applicable, of the Linked Contract).

4.2. The Exporter is jointly liable for damages caused by the International Data Transfer if it is carried out in non-compliance with the obligations of the Brazilian Legislation or with the lawful instructions of the Third-Party Controller, in which case the Exporter is equated to a Controller, as provided for in Clause 17.

4.3. In the event that the equivalence to a Controller as mentioned in item 4.2 is verified, it will be the Exporter's responsibility to comply with the obligations set forth in Clauses 14, 15, and 16.

4.4. Except as provided in items 4.2 and 4.3, the provisions of Clauses 14, 15, and 16 do not apply to the Parties acting as Processors.

4.5. The Parties shall provide, in any case, all the information they have that is necessary for the Third-Party Controller to comply with ANPD's determinations and to adequately fulfill obligations under Brazilian Legislation related to transparency, the exercise of data subjects' rights, and the communication of security incidents to ANPD.

4.6. The Parties must promote mutual assistance to meet the requests of Data Subjects.

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

- a) fulfill the request if 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 timeframe provided by Brazilian Legislation.

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

## **Section II - Mandatory Clauses**

(Note: This Section contains Clauses that must be adopted in full and without any alteration to ensure the validity of international data transfers).

### **CLAUSE 5. Purpose**

5.1. These Clauses serve as a mechanism to enable the secure international personal data flow, establish minimum guarantees and valid conditions for the execution of International Data Transfers, and aim to ensure the adoption of appropriate safeguards to comply with the principles, Data Subject's rights, and the data protection regime provided in Brazilian Legislation.

### **CLAUSE 6. Definitions**

6.1. For the purposes of these Clauses, the definitions in Article 5 of Law No. 13,709, dated August 14, 2018, and Article 3 of the Regulation on International Data Transfers, without prejudice to other normative acts issued by ANPD, shall be considered. The Parties also agree to consider the terms and their respective meanings as outlined below:

- a) Data processing agents: the controller and the processor;
- b) ANPD: Brazilian Data Protection Authority;
- c) Clauses: the standard contractual clauses approved by ANPD, which are part of Sections I, II, and III;
- d) Linked Contract: a 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, linkage, or dependency relationship with the contract governing the International Data Transfer;
- e) Controller: Party or third party ("Third-Party 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, membership in a union or organization of a religious, philosophical, or political nature, data concerning health or sexual life, genetic or biometric data when linked to a natural person;
- h) Deletion: removal of data or a set of data stored in a database, regardless of the procedure used;
- i) Exporter: data processing agent, located in the Brazilian territory or in a foreign country, who transfers personal data to an Importer.
- j) Importer: a data processing agent located in a foreign country or an international organization that receives personal data transferred by the Exporter;
- k) Brazilian Legislation: the set of Brazilian constitutional, legal, and regulatory provisions regarding the protection of Personal Data, including Law No. 13.709, of August 14, 2018, the International Data Transfer Regulation, and other normative acts issued by the ANPD;
- l) Arbitration Law: Law No. 9.307, of September 23, 1996;
- m) Security Measures: technical and administrative measures adopted to protect personal data from unauthorized access and accidental or unlawful situations of destruction, loss, alteration, communication, or dissemination;
- n) Research Entity: a body or entity of direct or indirect public administration or a non-profit private legal entity legally constituted under Brazilian laws, headquartered and domiciled in the country, which includes in its institutional mission or social or statutory objective the basic or applied research of a historical, scientific, technological, or statistical nature;
- o) Processor: a Party or third party, including a Subcontractor, that processes Personal Data on behalf of the Controller;
- p) Designated Party: the Party to the contract designated, under Clause 4 ("Option A"), to fulfill specific obligations related to transparency, data subject rights, and security incident communication as the Controller;
- q) Parties: Exporter and Importer;
- r) Access Request: a mandatory request, by law, regulation, or public authority determination, to grant access to Personal Data subject to the International Data Transfer governed by these Clauses;
- s) Subcontractor: a data processing agent contracted by the Importer, without a link to the Exporter, to process Personal Data after an International Data Transfer;
- t) Third-Party Controller: the Controller of Personal Data who provides written instructions for the execution, on its behalf, of the International Data Transfer between Processors governed by these Clauses, under Clause 4 ("Option B");

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

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

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

x) Subsequent Transfer: an International Data Transfer originating from an Importer and destined for a third party, including a Subcontractor, provided it does not constitute an Access Request.

#### **CLAUSE 7. Applicable Law and ANPD Oversight**

7.1. The International Data Transfer subject to these Clauses is governed by Brazilian Legislation and supervised by the ANPD, including the power to apply preventive measures and administrative sanctions to both Parties, as applicable, as well as to limit, suspend, or prohibit international transfers arising from these Clauses or a Linked Contract.

#### **CLAUSE 8. Interpretation**

8.1. Any application of these Clauses must occur according to the following terms:

a) these Clauses must always be interpreted most favorably to the Data Subject and in accordance with the provisions of Brazilian Legislation;

b) in case of doubt about the meaning of terms in these Clauses, the meaning that most aligns with Brazilian Legislation applies.

c) no item of these Clauses, including a Linked Contract and the provisions set forth in Section IV, may be interpreted with the aim of limiting or excluding the liability of any of the Parties concerning obligations under Brazilian Legislation; and

d) the provisions of Sections I and II shall prevail in case of a conflict of interpretation with additional Clauses and other provisions set forth in Sections III and IV of this instrument or Linked Contracts.

#### **CLAUSE 9. Possibility of third-party adherence**

9.1. By mutual agreement between the Parties, it is possible for a data processing agent to adhere to these Clauses as an Exporter or Importer by filling out and signing a written document, which will become part of this instrument.

9.2. The adhering party shall have the same rights and obligations as the original Parties, depending on the position assumed as Exporter or Importer and in accordance with the corresponding category of data processing agent.

#### **CLAUSE 10. General Obligations of the Parties**

10.1. The Parties commit to adopting and, when necessary, demonstrating the adoption of effective measures capable of proving compliance with the provisions of these Clauses and Brazilian Legislation, including the effectiveness of these measures, and in particular:

a) use Personal Data only for the specific purposes described in Clause 2, without the possibility of subsequent processing incompatible with these purposes, observing, in any case, the limitations, guarantees, and safeguards provided in these Clauses;

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

c) limit the data processing to the minimum necessary to achieve its purposes, encompassing relevant, proportional, and non-excessive data concerning the purposes of Personal Data processing;

d) ensure to Data Subjects, observing the provisions in Clause 4:

(d.1.) clear, precise, and easily accessible information about the data processing and the respective data processing agents, observing commercial and industrial secrecy;

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

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

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

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

g) ensure that any person acting under their authority, including subcontractors or any agent collaborating with them, whether free of charge or for a fee, processes data only following their instructions and the provisions of these Clauses; and

h) keep a record of the Personal Data processing operations subject to the International Data Transfer governed by these Clauses, and present the pertinent documentation to the 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 proportional to the risks of the data processing activity, the specific nature of the data, and the interests, rights, and guarantees to be protected, as described in Section III.

## **CLAUSE 12. Personal Data of Children and Adolescents**

12.1. In the event that the International Data Transfer involves the Personal Data of children and adolescents, the Parties shall apply additional safeguards, including measures that ensure the data

processing is carried out in their best interest, in accordance with Brazilian Legislation and relevant international law instruments.

### **CLAUSE 13. Lawful Use of Data**

**13.1.** The Exporter guarantees that the Personal Data has been collected, processed, and transferred to the Importer in accordance with Brazilian 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 precise language about the execution of the International Data Transfer, including at least information on:

- a) the form, duration, and specific purpose of the international data transfer;
- b) the destination country 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 process the data;
- f) the rights of the Data Subject and the means to exercise them, including an easily accessible channel provided for addressing their requests and the right to file a complaint against the Controller before the ANPD; and
- g) Subsequent Transfers, including those related to 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, prominently and easily accessible, into the Privacy Policy or an equivalent document.

**14.3.** Upon request, the Parties must provide the Data Subject with a copy of these Clauses free of charge, observing commercial and industrial secrecy.

**14.4.** All information provided to data subjects, under these Clauses, must be written in Portuguese.

### **CLAUSE 15. Data Subject's Rights**

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

- a) confirmation of the existence of data processing;
- b) access to the data;
- c) correction of incomplete, inaccurate, or outdated data;

- d) anonymization, blocking, or deletion of unnecessary, excessive data, or data processed in non-compliance with these Clauses and Brazilian Legislation;
- e) data portability to another service or product provider, upon express request, in accordance with ANPD regulations, observing commercial and industrial secrecy;
- f) deletion of Personal Data processed with the Data Subject's consent, except in cases provided for in Clause 20;
- g) information on public and private entities with which the Parties have shared data;
- h) information on the possibility of not providing consent and the consequences of refusal;
- i) revocation of consent through a free and facilitated procedure, with the processing carried out before the deletion request being ratified.
- j) review of decisions made solely based on automated data processing that affect their interests, including decisions intended to define their personal, professional, consumer, and credit profile or aspects of their personality; and
- k) information regarding the criteria and procedures used for automated decision-making, observing commercial and industrial secrecy.

15.2. The data subject may object to data processing carried out based on one of the consent waiver hypotheses, in case of non-compliance with the provisions of these Clauses or Brazilian Legislation.

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

15.4. If the data subject's request is directed to the Party not designated as responsible for the obligations provided for in this Clause or in item 14.3., the Party must:

- a) inform the data subject of the service channel provided by the Designated Party; or
- b) forward the request to the Designated Party as soon as possible to enable a response within the deadline provided in item 15.2.

15.5. The Parties must immediately inform the Data 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, except in cases where this communication is proven to be impossible or involves disproportionate effort.

15.6. The Parties must promote mutual assistance to meet the data subjects' requests.

## **Clause 16. Security Incident Reporting**

16.1. The Designated Party must notify the ANPD and the data subjects within 3 (three) business days of the occurrence of a security incident that may pose a risk or significant harm to the data subjects, in accordance with Brazilian Legislation.

16.2. The Importer must keep a record of security incidents as per Brazilian Legislation.

## **Clause 17. Liability and Compensation for Damages**

17.1. The Party that, due to the exercise of personal data processing activities, causes property, moral, individual, or collective damage, in violation of the provisions of these Clauses and Brazilian Legislation, is obliged to repair it.

17.2. The data subject may seek compensation for the damage caused by any of the Parties due to the violation of these Clauses.

17.3. The defense of the data subjects' interests and rights may be sought in court, individually or collectively, as provided in the relevant legislation regarding individual and collective protection instruments.

17.4. The Party acting as the Processor is jointly liable for damages caused by the data processing when it fails to comply with these Clauses or when it has not followed the lawful instructions of the Controller, except as provided in item 17.6.

17.5. Controllers directly involved in the data processing that resulted in damages to the data subject are jointly liable for these damages, except as provided in item 17.6.

17.6. The Parties will not be held liable if it is proven that:

- a) they did not carry out the data processing attributed to them;
- b) although they carried out the data processing attributed to them, there was no violation of these Clauses or Brazilian Legislation; or
- c) the damage is due to the exclusive fault of the data subject or a third party who is not a recipient of Subsequent Transfer or subcontracted by the Parties.

**17.7.** Under Brazilian Legislation, the judge may reverse the burden of proof in favor of the Data Subject when, in their judgment, the allegation is plausible, there is insufficiency for the purpose of producing evidence, or when the production of evidence by the Data Subject would be excessively burdensome.

**17.8.** Actions for reparation of collective damages aimed at accountability under this Clause can be collectively exercised in court, in accordance with the relevant legislation.

**17.9.** The Party that compensates 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 Personal Data subject to the International Data Transfer governed by these Clauses if expressly authorized, according to the hypotheses and conditions described in Clause 3.

**18.2.** In any case, the Importer must:

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



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

c) for the purposes of these Clauses, and in relation to the transferred Personal Data, be considered 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 mechanism of International Data Transfer provided in the Brazilian Legislation, regardless of the authorization referred to in Clause 3.

#### **CLAUSE 19. Notification of Access Request**

**19.1.** The Importer shall notify the Exporter and the Data Subject about an Access Request related to the Personal Data subject to the International Data Transfer governed by these Clauses, except in cases where notification is prohibited by the law of the country where the data is processed.

**19.2.** The Importer shall take appropriate legal measures, including judicial actions, to protect the rights of the Data Subjects whenever there is a suitable legal basis to question the legality of the Access Request and, if applicable, the prohibition of making the notification referred to in item 19.1.

**19.3.** To meet the requests of the ANPD and the Exporter, the Importer must keep a record of Access Requests, including the date, requester, purpose of the request, type of data requested, number of requests received, and legal measures taken.

#### **CLAUSE 20. Termination of Processing and Data Deletion**

**20.1.** The Parties must delete the Personal Data subject to the International Data Transfer governed by these Clauses after the end of data processing, within the scope and technical limits of the activities, with retention allowed only for the following purposes:

- a) compliance with a legal or regulatory obligation by the Controller;
- b) study by a Research Entity, ensuring, whenever possible, the anonymization of Personal Data;
- c) transfer to a third party, provided that the requirements set forth in these Clauses and the Brazilian Legislation are respected; and
- d) exclusive use by the Controller, with third-party access prohibited, and provided that the data is anonymized.

**20.2.** For the purposes of this Clause, the termination of processing is considered to occur when:

- a) the purpose provided in these Clauses is achieved;
- b) the Personal Data is no longer necessary or relevant to achieve the specific purpose provided in these Clauses;
- c) the processing period has ended;
- d) the request of the Data Subject has been fulfilled; and

e) determined by the ANPD, when there is a violation of the provisions in these Clauses or the Brazilian Legislation.

#### **CLAUSE 21. Data Processing Security**

21.1. The Parties must adopt security measures that ensure the protection of 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 technology, and the risks to the Data Subjects' rights, especially in the case of sensitive personal data and data of children and adolescents.

21.3. The Parties must make the necessary efforts to adopt periodic evaluation and review measures to maintain an adequate level of security for the characteristics of the data processing.

#### **CLAUSE 22. Law of the Data Recipient Country**

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

22.2. In the event of a regulatory change that alters this situation, the Importer shall immediately notify the Exporter for an evaluation of the contract's continuity.

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

23.1. In the event of a violation of the safeguards and guarantees provided in these Clauses or the impossibility of their compliance by the Importer, the Exporter must be immediately informed, notwithstanding the provisions of item 19.1.

23.2. Upon receiving the communication referred to in item 23.1 or verifying the Importer's non-compliance with these Clauses, the Exporter will take the necessary measures to ensure the protection of the Data Subjects' rights and the compliance of the International Data Transfer with the Brazilian Legislation and these Clauses, which may include, as appropriate:

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

#### **CLAUSE 24. Choice of forum and jurisdiction**

24.1. Brazilian legislation applies to these Clauses, and any dispute between the Parties arising from these Clauses shall be resolved before the competent courts of 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, at their choice, before the competent courts in Brazil, including those located in their place of residence.

24.3. By mutual agreement, the Parties may resort to arbitration to resolve conflicts arising from these Clauses, provided it is conducted in Brazil and in accordance with the provisions of the Arbitration Law.

### **Section III - Security Measures**

(NOTE: This Section should include the details of the security measures adopted, including specific measures for the protection of sensitive data and data of children and adolescents. The measures may cover, 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 ensure the security of 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 fill out and disclose, Additional Clauses and Annexes may be included at the discretion of the Parties to regulate, among other things, commercial issues, contract termination, term of validity, and choice of jurisdiction in Brazil. As provided 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).

Location, date.

Signatures.