

## PROCESSING AGREEMENT FOR THE PROCESSING OF PERSONAL DATA

Rio de Janeiro, \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

Dear Supplier,

When working with Wilson Sons and the companies in its economic group you attest, by means of this Agreement, your commitment to compliance with the Brazilian General Law for the Protection of Personal Data (Law 13.709 / 2018 - "LGPD"), by accepting the conditions listed below, which is formalized through the continuity of the provision of services to Wilson Sons and companies in its economic group or by sending its endorsement at the end of this instrument.

**1. Management of Personal Data Processing.** The following clauses are applicable in case of collection or management of personal data, as defined in the terms of article 5 of Law 13.709 / 2018 ("LGPD").

**2. Operation.** For the purposes of this clause, the Supplier will be considered as an "Operator" of the personal data provided and/or collected under Wilson Sons and the companies in its economic group instructions to the personal data subjects, being Wilson Sons considered as the "Controller" of the existing personal data. As an Operator, the Supplier complies with the rules of this clause and the instructions issued by the Controller, always in writing.

**3. Instructions.** The Operator may only act and process Personal Data in accordance with the Controller's documented instructions, unless required by law to act without such instructions. The Controller is responsible for ensuring that all individuals who provide written instructions are authorized to do so.

**3.1.** The Operator must delete Personal Data from all its bases within 30 (thirty) days after the completion of the services provided to the Controller, in accordance with the Agreement.

**3.2.** The Controller guarantees the processing of personal data in accordance with the requirements of the LGPD. The controller's instructions for the processing of personal data must comply with the applicable legislation. The Controller will be solely responsible for the accuracy, quality and legality of personal data and for the means by which they were obtained.

**3.3.** The Operator will inform the Controller of any instructions that it considers to violate the applicable legislation and will not execute the instructions until they have been confirmed or modified.

**4. Purpose.** The Controller will issue communications, sign contracts, send e-mails, communications or letters to the Operator indicating the objectives of any personal data collection in which it will engage, the Operator should limit itself to the purpose of this collection and not use the personal data eventually collected for any other purpose.



5.

**Confidentiality.** The Operator must treat all personal data as strictly confidential information. Personal data may not be copied, transferred or processed in conflict with any instructions, unless the Controller has agreed in writing. The Operator's employees will be subject to a confidentiality obligation that ensures that employees treat all personal data with strict confidentiality. Personal data will be made available only to those who need access to that personal data for the delivery of the services requested by the Controller and the execution of this instrument. The Operator must also ensure that employees who process personal data process only personal data in accordance with instructions received.

**6. Security.** The Operator will implement the appropriate technical and organizational measures, as established in this instrument and in the legislation, including in accordance with the LGPD. Security measures are subject to progress and technical development. The Operator may update or modify security measures periodically, as long as such updates and modifications do not result in a degradation of general security. The Operator must provide documentation for security measures, if requested by the Controller in writing.

**6.1. Impact assessments on data protection and prior consultation.** If Operator assistance is necessary and relevant, the Operator must assist the Controller in preparing data protection impact assessments. Likewise, the Operator must also assist in meeting the requests of the National Data Protection Authority in sending an impact report on the protection of personal data, as provided for in articles 10 and 38 of the LGPD.

**7. Rights of the Data Subject.** If the Controller receives a request from a data subject to exercise the data subject's rights under the LGPD and the correct and legitimate response to that request requires the assistance of the Operator, the Operator will assist the Controller by providing the information and documentation needed. The Operator must have reasonable time to assist the Controller in such requests, in accordance with the LGPD, but not exceeding the limits imposed by the relevant provisions of the LGPD. If the Operator receives a request from a data subject to exercise the rights under the LGPD and such request relates to personal data under the Controller's command, the Operator must immediately forward the request to the Controller and must abstain to respond directly to the subject of the personal data.

**8. Personal Data Breach.** The Operator will immediately notify the Controller if a breach occurs that could lead to the destruction, loss, alteration, unauthorized, accidental, or illegal disclosure of personal data transmitted, stored or otherwise processed on behalf of the Controller ("Personal Data Breach"). This notification must occur within 24 (twenty-four) hours after the detection of any violation, to allow sufficient time for the Controller to notify the relevant government authorities. In these cases, the Operator must make commercially reasonable efforts to identify the cause of such breach and take the measures it deems necessary to establish the cause and prevent such breach from occurring again.



**Compliance and audit rights** . Upon request from a Data Controller, the Operator will provide the Controller with all relevant information necessary to demonstrate compliance with these clauses, in addition to allowing and reasonably cooperating with audits, including inspections by the Controller or an auditor on behalf of the Controller. The Controller will notify any audit or inspection of documents to be carried out and will make every possible effort to avoid damage or interruption to the Operator's facilities, equipment and business in the course of such an audit or inspection. Any audit or inspection of documents must be carried out with reasonable written notice, not less than 30 (thirty) days, and must not be carried out more than once a year. On these occasions the Controller may be asked to sign a confidentiality agreement reasonably acceptable to the Operator before having access to the above.

**10. Additional remuneration** . The Operator will not be remunerated by the Controller for specific compliance with the provisions of this clause or due to compliance with the LGPD, being remunerated directly for the provision of its services as provided for in this document.

**11. Responsibility** . Nothing in this instrument exempts the Operator from its own responsibilities and direct liabilities to the LGPD. In the event of the Controller being held responsible for failures or acts that are only attributable to the Operator, it will be up to the Controller to request a procedural or administrative substitution so that the Operator appears as the defendant of eventual demands. In the event that such substitution is not possible, the Controller may demand from the Operator the cost of its administrative procedures and/or lawsuits, through the Controller's lawyers, in addition to the reimbursement of any indemnities and/or penalties that may be imputed to the Controller.

**12. Data Protection Officer**. The Operator must nominate a Data Protection Officer (DPO) in the form of the LGPD, for engagement with the Controller and its teams.

**13. Termination**. After the termination of the signed contract, the Operator will delete or return to the Controller all personal data that may remain in its possession, as provided in the Agreement, except to the extent that the Operator is required by LGPD to retain part or all of the set personal data, in which case the terms of this clause will survive the termination of the contractual relationship, until these obligations lapse.

**Accordingly:**

\_\_\_\_\_

Supplier:

Responsible:

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

