



GENERAL TERMS AND CONDITIONS FOR PROCESSING PERSONAL DATA

Entered into between

VIA VAREJO S.A., headquartered at Rua Samuel Klein, nº 83, Centro, CEP 09520-010, in the city of São Caetano do Sul, in São Paulo State, inscribed in the register of corporate taxpayers (CNPJ/MF) under number 33.041.260/0652-90, herein represented by its duly authorized representative, hereinafter referred to as “**VIA VAREJO**”; and “**SERVICE PROVIDER**”, as specified in the Agreement.

1. REPRESENTATIONS AND WARRANTIES

1.1. For the purposes of this Agreement, these provisions apply to any activities involving the processing of personal data, which shall be carried out in compliance with applicable legislation, in particular but not limited to Law 13,709/2018 (“General Data Protection Act” or *Lei Geral de Proteção de Dados Pessoais* - “LGPD”).

1.1.1. The legal definitions in LGPD, especially those in article 5, apply to this Agreement.

1.2. The **SERVICE PROVIDER** declares and agrees that any and all personal data processing activities should only involve those strictly necessary to fulfill the purposes of this Agreement.

1.3. The **SERVICE PROVIDER** undertakes to process personal data related to the subject matter of the Agreement only within the strict limits provided herein, in accordance with its respective responsibilities and obligations defined in the Agreement and applicable legislation, under penalty of being liable for damages caused to **VIA VAREJO** or third parties.

1.4. When undertaking any activity related to the processing of personal data, the **SERVICE PROVIDER** undertakes:

- i. To ensure the confidentiality and integrity of the information shared by **VIA VAREJO**;
- ii. To adopt technical and administrative information security measures to prevent undue and unauthorized use of personal data;
- iii. To adopt effective measures capable of demonstrating compliance with and enforcement of personal data protection rules, as well as to ensure periodic review of implemented measures; and
- iv. To ensure the quality of personal data and transparency about the processing in relation to the data subject.



1.5. The Parties shall maintain a Data Protection Governance Program, including provisions for the protection of personal data and reasonable administrative, technical and physical measures designed to ensure and protect the confidentiality, integrity and availability of all the personal data processed based on this Agreement.

1.6. The Parties shall maintain confidentiality of the personal data processed under this Agreement, ensuring that all the people authorized to process these data, who shall be expressly authorized in writing, are subject to the duty of confidentiality, as well as duly trained and able to process personal data.

1.7. The Parties shall maintain a Data Protection Governance Program, including provisions for the protection of personal data and reasonable administrative, technical and physical measures designed to ensure and protect the confidentiality, integrity and availability of all the personal data processed based on this Agreement.

2. COOPERATION AND ATTENTION TO THE RIGHTS OF DATA SUBJECTS

2.1. Whenever necessary, the Parties shall assist each other in the conduct of any and all activities necessary for the evaluation, implementation, legitimization, adjustment, data protection risk and/or impact analysis, information security analysis or assurance of the integrity, security and lawfulness of personal data processing, as well as ensure the exercise of the following rights by data subjects.

2.2. If any data subject requests the exercise of any of their rights set forth in applicable legislation from the **SERVICE PROVIDER**, the **SERVICE PROVIDER** shall immediately inform **VIA VAREJO** of this fact via email at privacidade@viavarejo.com.br, no later twenty-four (24) working hours from the request.

3. INFORMATION SECURITY

3.1. During the processing of personal data as a result of this Agreement, the **SERVICE PROVIDER** will as a minimum comply with security standards based on market best practices, always supported by the best available technology, including technical and organizational security measures that ensure the inviolability, confidentiality, availability and integrity of data and record international personal data transfer activities, if any, ensuring appropriate protection levels.

3.2. The **SERVICE PROVIDER** must keep a written record of all processing activities it carries out, international personal data transfers to other countries, a general description of the technical and organizational security measures adopted and the process of continuous verification of technical and organizational measures related to the security of personal data processing.

4. SECURITY INCIDENTS



4.1. If there is any security incident (unwanted or unauthorized loss, deletion or exposure) that involves information processed as a result of this contractual relationship, the **SERVICE PROVIDER** must notify **VIA VAREJO** of all the information related to the event within twenty-four (24) hours of becoming aware of the incident. This information includes (i) the date and time of the incident; (ii) the date and time it became aware of it; (iii) a list of the type of data affected by the incident; (iv) the number of personal data subjects affected; (v) a list of data subjects affected by the leak; (vi) the contact information of the Data Protection Officer (DPO) or another person who can provide more information about the incident; (vii) a description of the possible consequences of the accident; and (viii) an indication of measures that are being taken to repair the damage and prevent new incidents.

4.1.1. If the **SERVICE PROVIDER** does not have all the information listed here when it notifies **VIA VAREJO**, it must send the information gradually in order to ensure the greatest possible speed. The complete communication (with all the information listed above) should be sent by the **SERVICE PROVIDER** within twenty-four (24) working hours of becoming aware of the incident.

4.1.2. After being notified of the incident, the **SERVICE PROVIDER** must (i) notify the affected data subjects and the competent authority, such as the National Data Protection Authority, in accordance with the text previously agreed upon with **VIA VAREJO**; (ii) the adoption of an action plan that considers the factors that caused the incident and applies measures to ensure that incidents of the same nature do not happen again.

4.1.3. Without prejudice to the other responsibilities provided for in the Agreement, the **SERVICE PROVIDER** will be solely liable, regardless of the need to prove guilt, for any undue, unauthorized access and leakage or loss of stored personal data transmitted by **VIA VAREJO**.

5. SHARING AND SUBCONTRACTING

5.1. The **SERVICE PROVIDER** is expressly forbidden to transfer and/or share with third parties and/or subcontract third parties to process any personal data processed as a result of this contractual relationship, except when authorized by **VIA VAREJO** for the correct performance of the contracted Services.

5.1.1. If **VIA VAREJO** authorizes the **SERVICE PROVIDER** to share data with third parties or subcontract the services, the **SERVICE PROVIDER** shall ensure that such third parties commit in writing to protecting personal data as set out in the Agreement and shall be liable for all actions and omissions by such third parties.



6. RESPONSIBILITY AND PENALTY

6.1. Without prejudice to the other provisions of this Agreement, the **SERVICE PROVIDER** shall be fully liable, without limitation on amount, cause or kind or form of liability, for any and all damages caused to **VIA VAREJO** or third parties, as a result of its own acts or omissions in connection with the processing of personal data, breach of the obligations set forth in this Agreement, violation of legal provisions or acts of third parties when these cause damage whose anticipation, caution, prevention and mitigation would be required from the **SERVICE PROVIDER** because of its duty of care with regard to the security and confidentiality of the processing.

6.2. Any and all losses that are the responsibility of the **SERVICE PROVIDER** and that are borne by **VIA VAREJO**, whether resulting from indemnification, administrative sanctions or any other type of damages, will be refunded by the **SERVICE PROVIDER** to **VIA VAREJO**, plus any and all associated costs, including attorney's fees.

7. FINAL DESTINATION OF DATA

7.1. At the end of the relationship between the Parties and/or when **VIA VAREJO** so requests, at the request of the data subject, or not, the **SERVICE PROVIDER** must delete, correct, anonymize and/or block access to the data, definitively or not, at the discretion of **VIA VAREJO**, transmitted by **VIA VAREJO** during the term of the Agreement, extending to copies, unless otherwise instructed by **VIA VAREJO** in due course.

8. MISCELLANEOUS

8.1. The provisions of this instrument constitute an integral part of the Agreement entered into between **VIA VAREJO** and the **SERVICE PROVIDER** as a complement. The obligations assumed by the Parties do not replace or suppress the provisions of the Agreement and other instruments entered into between the Parties.

8.2. In case of change to the terms herein, the Parties must enter into an amendment, in writing, formalizing the agreed upon change.

8.3. If **VIA VAREJO** is sued by any person, authority or entity, public or private, due to the leak of data under the responsibility of the **SERVICE PROVIDER**, **VIA VAREJO** is guaranteed the right to implead the **SERVICE PROVIDER**, under the terms of article 125, II, of the Brazilian Code of Civil Procedure.

8.4. The **SERVICE PROVIDER** will make available all documents necessary to demonstrate compliance with the obligations set forth in this Agreement and applicable law, and



VIA VAREJO has the right to conduct audits, by hiring a third-party company or not, at a time previously agreed upon between the Parties. **VIA VAREJO** is guaranteed the right to conduct at least one semi-annual audit of the **SERVICE PROVIDER**'s systems, in order to verify information security measures and controls and the adequacy of personal data processing for the subject matter and obligations of this Agreement.

8.5. These General Terms and Conditions for Processing Personal Data shall be governed by and construed in accordance with the laws of the Federative Republic of Brazil, and the competent jurisdiction to settle any controversies arising from it is the court established in the Agreement.