1. GENERAL PROVISIONS: DEFINITIONS

Capitalized terms used in the Supplements have the meaning as defined in the Agreement, Data Privacy Laws, or as set forth below:

**Controller** means a legal person who (either alone or jointly or in common with other persons) determines the purposes for which, and the manner in which, any Personal Data is, or is to be, Processed. A legal person recognized in law may be an organization, an individual, or any other corporate or unincorporated body or person (“Legal Person”).

**Processor** in relation to Personal Data, means any Legal Person who Processes the Personal Data solely on behalf of and in accordance with the instructions from the Controller. The term Processor incorporates the function of a Sub-Processor in case where the party providing the Personal Data to the Sub-Processor acts as a Processor vis-a-vis a third-party Controller.

**Data Subject** means a natural person whose Personal Data is Processed under the Agreement.

**EEA** means the Member States of the European Union (“EU”) plus Norway, Iceland, Lichtenstein and for the purposes of this document also Switzerland, as amended from time to time.

**EU GDPR** means the EU General Data Protection Regulation (2016/679/EC) and any amendments thereto.

**EU Standard Contractual Clauses (EU SCC)** means the contractual clauses approved by the European Commission for international transfers of Personal Data between EU exporter organizations and non-EU importer organizations and any amendments thereto as well as any other contractual clauses approved by a relevant EU Member State including any amendments thereto.

**Sub-Processor** means (i) any Subcontractor, (ii) any Supplier Affiliate, and/or (iii) a third party (other than the Supplier or Supplier Affiliate), engaged by Supplier to Process Personal Data in accordance with the Agreement.

**Transfer, Transferred or Transferring** means (a) the relocation of Personal Data from one location to another, and /or (b) the remote access to Personal Data from one location to another.

**Personal Data Breach** shall mean a Security Breach leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed, as defined in the Data Privacy Laws.

**Supervisory Authority** shall mean the public authority which is concerned with Processing of Personal Data and the protection of the rights and freedoms of natural persons.
UK Standard Contractual Clauses (UK SCC) means a set of standard contractual clauses authorized by the United Kingdom’s (“UK”) Information Commissioner’s Office to be used for transfers of Personal Data between UK exporter organizations and non-UK importer organizations and any amendments thereto.

LGPD means the Brazilian General Data Protection Law (Federal Law no.13,709/18) as amended from time to time.

2. GENERAL PROVISIONS: List of Parties

Data exporter(s):

Name: DXC

Role (controller/processor): Controller for itself and Processor vis-à-vis its Customers

Data Protection Officer contact/email: privacy@dxc.com

Industry or business: DXC is a global leader in information technology solutions and services.

Data importer(s):

Name: Supplier

Role (controller/processor): Processor vis-à-vis DXC and Sub-Processor vis-à-vis DXC’s Customers

Contact/email: as mentioned in the “Notices” section in the Agreement

Industry or business: Supplier’s industry or business is described in the Agreement.

3. GENERAL PROVISIONS: Description of the Data Processing

Description of the Service:

The Services provided by Supplier are described in the Agreement. A more detailed description of Services provided by Supplier shall be maintained by Supplier and made available to DXC upon request.

Data Subjects may include:

DXC Personnel and other business partners, as well as DXC Customers and their customers (including their staff), DXC Customer’s agents, business partners and end users. To the extent feasible, Supplier shall maintain a list of Data Subjects affected by Supplier’s Processing activities to be available to DXC upon request.

Personal Data the Supplier might have access to:

Supplier may Process Personal Data, including ‘sensitive’ or ‘special categories’ of Personal Data as defined in the applicable Data Privacy Laws as necessary for Supplier to perform the contractual obligations. To the extent feasible, Supplier shall maintain a list of Personal Data categories Processed by Supplier to be available to DXC upon request.

Data Privacy Supplement 3-2022
4. GENERAL PROVISIONS: Technical and Organizational Measures to Ensure the Security of Personal Data

Description of the technical and organizational measures implemented by Supplier and any Sub-Processor to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the Processing, and the risks for the rights and freedoms of natural persons:

Supplier shall comply with the requirements set forth in the “DNSS” and any other security measures agreed by and between the Parties within the Agreement.

5. GENERAL PROVISIONS: Sub-Processors

Sub-Processors are used by Supplier as specified in the Agreement. To the extent feasible, Supplier shall maintain a list of Sub-Processors used by Supplier to perform a portion of the Services to be available to DXC upon request.
6. COUNTRY-SPECIFIC SUPPLEMENTS

6.1. EEA SUPPLEMENT

If Supplier is established, or providing Services to DXC or DXC Customers established, in the EEA, Supplier shall comply with the following requirements.

6.1.1. Background, Purpose and Rules in case of Conflict

6.1.1.1. This EEA Supplement sets out the terms and conditions for the Processing of Personal Data by Supplier providing Services to DXC or DXC Customers established, in the EEA.

6.1.1.2. The details of Processing of the Personal Data, namely the duration, subject matter and purposes of processing as described in the General Provisions, as well as the types of Personal Data Processed, categories of Data Subjects to whom the Personal Data relates, are described in Section 6.1.2.3. herein.

6.1.1.3. Supplier acts as a Processor and DXC acts as a Controller of Personal Data. Where DXC acts as a Processor on behalf of its Controller Customers, Supplier shall act as a Sub-Processor to DXC Customers and agrees for DXC to exercise related Customer’s rights vis-à-vis Supplier on behalf of the Controller Customer.

6.1.1.4. In the event of any conflict between the terms of this EU Supplement, the EU SCC, and the Agreement, the following order of precedence shall apply:

- EU SCCs
- EU Supplement
- The Agreement

6.1.2. Supplier Obligations

6.1.2.1. General principles applicable to the Processing of Personal Data

a) The Supplier shall Process Personal Data in accordance with the requirements of all applicable Data Privacy Laws.

b) The Supplier shall Process Personal Data only on prior documented instructions from DXC. The prior documented instructions shall be given in the Agreement, or another form unless prescribed otherwise by a provision of Data Privacy Laws applicable to Supplier. Supplier shall immediately inform DXC if, in Supplier’s opinion, an instruction issued by DXC infringes Data Privacy Laws or the terms of the Agreement.

c) Supplier shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and are subject to confidentiality undertakings.

d) Supplier shall follow the conditions concerning the use of Sub-Processors as prescribed in Section 6.1.2.7 below.
e) Supplier shall assist DXC by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of DXC’s obligation to respond to Data Subject requests, taking into account the nature of the Processing.

f) Supplier shall provide DXC with reasonable cooperation and assistance needed to fulfil DXC’s obligation under the EU GDPR to carry out a data protection impact assessment related to Supplier’s Processing of Personal Data. Supplier shall provide reasonable assistance to DXC, in relation to consultation with a Supervisory Authority concerned in connection with a data protection impact assessment related to Supplier’s processing of Personal Data.

g) Supplier shall, at DXC’s discretion, and with any such request being provided by DXC to Supplier in writing, delete or return all Personal Data to DXC after the end of the provision of Services relating to the Processing of Personal Data, and delete existing copies. If such return or destruction is not feasible, Supplier shall extend the protections of the Agreement to the Personal Data and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

h) Supplier shall provide DXC with all information necessary to demonstrate compliance with the obligations set forth in the Agreement.

6.1.2.2. Data security

According to EU GDPR, and subject to Section 4 of this Supplement, Supplier shall maintain, appropriate technical and organisational measures for the protection and the security of Personal Data, including but not limited to protection against unauthorised or unlawful Processing, and against accidental or unlawful destruction, loss or alteration or damage, unauthorised disclosure of, or access to, Personal Data.

6.1.2.3. Documentation obligation

To the extent applicable to Supplier’s Processing activities, Supplier shall maintain all records required under EU GDPR and shall make them available to DXC upon request, including, at minimum, the following information:

- Supplier name and address;
- Name and contact details of a Supplier contact person;
- Categories of Personal Data and related Data Subjects involved;
- Information on transfers of Personal Data outside the EEA, countries involved;
- Description of security measures implemented to protect the data transfer; and
- A list of Sub-Processors engaged in the Processing of Personal Data.

6.1.2.4. Reporting and notification obligation

If a Data Subject or a Supervisory Authority raises a request, complaint or enquiry with Supplier concerning the Processing of Personal Data by Supplier or its Sub-Processor, Supplier shall, unless legally prohibited, inform DXC without undue delay of such request prior to taking any prejudicial measures in response to such requests. Supplier may correct, delete, and amend, or block the Processing of, Personal Data only if required by Data Privacy Laws or in accordance with written instructions from DXC.

6.1.2.5. Personal Data Breach

a) Supplier shall notify DXC of all Personal Data Breaches without undue delay, but no later than the

Data Privacy Supplement 3-2022
notice period agreed for a Security Breach or otherwise stipulated in the Agreement or related security schedules. Supplier shall promptly and thoroughly investigate any suspected and/or confirmed Personal Data Breach.

b) Supplier shall without undue delay identify and report to DXC the cause and effect of such Personal Data Breach and take immediate steps upon approval from DXC for remediation of such Personal Data Breach.

c) Supplier shall provide reasonable assistance and cooperation as requested by DXC and/or DXC’s designated representatives, in the furtherance of any correction or remediation of any Personal Data Breach and/or the mitigation of any potential damage (including in relation to any notification to a Supervisory Authority concerned or affected Data Subjects).

The Personal Data Breach notification made by Supplier to DXC shall contain at least the following:

- Description of the nature of the Personal Data Breach, including the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;
- Name and contact details of the Supplier contact person handling the Personal Data Breach;
- Description of likely consequences and/or realized consequences of the Personal Data Breach; and
- Description of the measures taken by Supplier to address the Personal Data Breach, to contain any risks associated with it, and to mitigate any adverse effects.

If it is not possible to provide all the information at the same time, the information shall be provided by the Supplier as soon as reasonably practicable.

6.1.2.6. Transfers of Personal Data

Supplier shall not, and shall not permit any Sub-Processor to, Transfer Personal Data outside the EEA without DXC’s prior written consent. To the extent applicable and legally required, the Transfer of Personal Data to a country outside the EEA shall be governed by the EU SCC, attached in Appendix 1 to this EU Supplement, unless the Parties agree upon another adequacy mechanism which has been approved by the competent Supervisory Authority for the Transfer of Personal Data outside the EEA.

6.1.2.7. Sub-Processors

a) Supplier shall ensure that Personal Data will be Transferred to and Processed by any Sub-Processor solely (i) to the extent strictly necessary for the provision of the Services under the Agreement and (ii) in accordance with applicable Data Privacy Laws and/or any specific written instructions provided by DXC.

b) Subject to Section 5 of this Supplement, Supplier shall notify DXC of any Sub-Processors in advance of using them to Process Personal Data and shall obtain DXC’s written consent to the use of such Sub-processors prior to them commencing Processing of Personal Data ("Approved Sub-Processor"). Supplier shall enter into a written agreement with each Sub-Processor containing data protection obligations no less protective than those in the Agreement to the extent applicable to the nature of the Services provided by the Sub-Processor.

c) In the event DXC objects to the use of a Sub-Processor by Supplier, the Parties will, in good faith, use reasonable efforts to make available to DXC a change in the Services or recommend a commercially reasonable change to DXC’s configuration or use of the Services to avoid Processing of Personal Data by the relevant Sub-Processor.

d) Supplier is entitled to use the Approved Sub-Processors stipulated in the Agreement.

e) Supplier remains liable for the acts and omissions of its Sub-Processors as if they were its own.

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6.1.2.8. Auditing

a) DXC shall have the right to audit Supplier’s or its Sub-Processors’ compliance with the obligations set forth in this Supplement and any applicable Data Privacy Laws, including the right to inspect relevant records, systems and premises and interview relevant Supplier personnel.

b) Supplier shall provide DXC, or a third party appointed by DXC, with all information necessary to conduct the audit.

c) This Section shall apply in addition to Section 8 “DXC Audit of Supplier & Supplier’s Subcontractor” in the Agreement.
6.1.3. EEA SUPPLEMENT – APPENDIX 1

EU STANDARD CONTRACTUAL CLAUSES

This Appendix 1 to the EEA Supplement applies only in case Personal Data is transferred outside the EEA.


The EU SCC as amended from time to time are incorporated by reference within this Appendix 1 to the EEA Supplement.

The Parties agree upon the following specifications to the EU SCC to the extend necessary to complete the EU SCC.

SECTION I

• Clause 2:
  - Module 2 shall apply where DXC acts as a Controller vis-a-vis Supplier acting as Processor;
  - Module 3 shall apply where DXC acts as a Processor vis-a-vis Supplier acting as Sub-Processor;
  - Modules 1+4 shall not apply.
• Clause 7 (optional) shall apply.

SECTION II

• Clause 9 (a): Option 1 shall apply with reference to paragraph 2.7 “Sub-Processor” in this Supplement
• Clause 11 (a): The Option shall not apply
• Clause 13: The competent Supervisory Authority shall be Supervisory Authority of the Republic of Ireland

SECTION IV

• Clause 17: Option 1 shall apply whereby the Parties agree that the Clauses shall be governed by the laws of the Republic of Ireland.
• Clause 18 (b): The Parties agree that those shall be the courts of the Republic of Ireland.

ANNEXES

ANNEX I: Section 2+3 of this Supplement shall serve as Annex I to the EU SCC.
ANNEX II: Section 4 of this Supplement shall serve as Annex II to the EU SCC.
ANNEX III: Section 5 of this Supplement shall service as Annex III to the EU SCC.
6.2. **UK SUPPLEMENT**

If Supplier is established, or providing Services to DXC or DXC Customers established, in the UK, Supplier shall comply with the following requirements.

6.2.1. **Background Purpose and Rules in case of Conflict**

6.2.1.1. This UK Supplement sets out the terms and conditions for the Processing of Personal Data by Supplier providing Services to DXC or DXC Customers established, in the UK.

6.2.1.2. The details of Processing of the Personal Data, namely the duration, subject matter and purposes of processing, as well as the types of Personal Data Processed, categories of Data Subjects to whom the Personal Data relates, are described in Section 6.1.2.3. herein.

6.2.1.3. Supplier acts as a Processor and DXC acts as a Controller of Personal Data. Where DXC acts as a Processor on behalf of its Controller Customers, Supplier shall act as a Sub-Processor to DXC Customers and agrees for DXC to exercise related Customer’s rights vis-à-vis Supplier on behalf of the Controller Customer.

6.2.1.4. In the event of any conflict between the terms of this UK Supplement, the UK SCC, and the Agreement, the following order of precedence shall apply:

- UK SCCs
- UK Supplement
- The Agreement

6.2.2. **Supplier Obligations**

6.2.2.1. General principles applicable to the Processing of Personal Data

a) The Supplier shall Process Personal Data in accordance with the requirements of all applicable Data Privacy Laws.

b) The Supplier shall Process Personal Data only on prior documented instructions from DXC. The prior documented instructions shall be given in the Agreement, or another form unless prescribed otherwise by a provision of Data Privacy Laws applicable to Supplier. Supplier shall immediately inform DXC if, in Supplier’s opinion, an instruction issued by DXC infringes Data Privacy Laws or the terms of the Agreement.

c) Supplier shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and are subject to confidentiality undertakings.

d) Supplier shall follow the conditions concerning the use of Sub-Processors as prescribed in Section 6.2.2.7 below.

e) Supplier shall assist DXC by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of DXC’s obligation to respond to Data Subject requests, taking into
account the nature of the Processing.

f) Supplier shall provide DXC with reasonable cooperation and assistance needed to fulfil DXC's obligation under the UK GDPR to carry out a data protection impact assessment related to Supplier's Processing of Personal Data. Supplier shall provide reasonable assistance to DXC, in relation to consultation with a Supervisory Authority concerned in connection with a data protection impact assessment related to Supplier's processing of Personal Data.

g) Supplier shall, at DXC's discretion, and with any such request being provided by DXC to Supplier in writing, delete or return all Personal Data to DXC after the end of the provision of Services relating to the Processing of Personal Data, and delete existing copies. If such return or destruction is not feasible, Supplier shall extend the protections of the Agreement to the Personal Data and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

h) Supplier shall provide DXC with all information necessary to demonstrate compliance with the obligations set forth in the Agreement.

6.2.2.2. Data security

According to UK GDPR, and subject to Section 4 of this Supplement, Supplier shall maintain, appropriate technical and organisational measures for the protection and the security of Personal Data, including but not limited to protection against unauthorised or unlawful Processing, and against accidental or unlawful destruction, loss or alteration or damage, unauthorised disclosure of, or access to, Personal Data.

6.2.2.3. Documentation obligation

To the extent applicable to Supplier's Processing activities, Supplier shall maintain all records required under UK GDPR and shall make them available to DXC upon request, including, at minimum, the following information:

<ul>
  <li>Supplier name and address;</li>
  <li>Name and contact details of a Supplier contact person;</li>
  <li>Categories of Personal Data and related Data Subjects involved;</li>
  <li>Information on transfers of Personal Data outside the EEA, countries involved;</li>
  <li>Description of security measures implemented to protect the data transfer; and</li>
  <li>A list of Sub-Processors engaged in the Processing of Personal Data.</li>
</ul>

6.2.2.4. Reporting and notification obligation

If a Data Subject or a Supervisory Authority raises a request, complaint or enquiry with Supplier concerning the Processing of Personal Data by Supplier or its Sub-Processor, Supplier shall, unless legally prohibited, inform DXC without undue delay of such request prior to taking any prejudicial measures in response to such requests. Supplier may correct, delete, and amend, or block the Processing of, Personal Data only if required by Data Privacy Laws or in accordance with written instructions from DXC.

6.2.2.5. Personal Data Breach

a) Supplier shall notify DXC of all Personal Data Breaches without undue delay, but no later than the notice period agreed for a Security Breach or otherwise stipulated in the Agreement or related security schedules. Supplier shall promptly and thoroughly investigate any suspected and/or
confirmed Personal Data Breach.

b) Supplier should without undue delay identify and report to DXC the cause and effect of such Personal Data Breach and take immediate steps upon approval from DXC for remediation of such Personal Data Breach.

c) Supplier shall provide reasonable assistance and cooperation as requested by DXC and/or DXC’s designated representatives, in the furtherance of any correction or remediation of any Personal Data Breach and/or the mitigation of any potential damage (including in relation to any notification to a Supervisory Authority concerned or affected Data Subjects).

The Personal Data Breach notification made by Supplier to DXC shall contain at least the following:

• Description of the nature of the Personal Data Breach, including the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;

• Name and contact details of the Supplier contact person handling the Personal Data Breach;

• Description of likely consequences and/or realized consequences of the Personal Data Breach; and

• Description of the measures taken by Supplier to address the Personal Data Breach, to contain any risks associated with it, and to mitigate any adverse effects.

If it is not possible to provide all the information at the same time, the information shall be provided by the Supplier as soon as reasonably practicable.

6.2.2.6. Transfers of Personal Data

Supplier shall not, and shall not permit any Sub-Processor to, Transfer Personal Data outside the UK without DXC’s prior written consent. To the extend applicable and legally required, the Transfer of Personal Data to a country outside the UK shall be governed by the UK SCC, attached in Appendix 1 to this UK Supplement, unless the Parties agree upon another adequacy mechanism which has been approved by the competent Supervisory Authority for the Transfer of Personal Data outside the UK.

6.2.2.7. Sub-Processors

a) Supplier shall ensure that Personal Data will be Transferred to and Processed by any Sub-Processor solely (i) to the extent strictly necessary for the provision of the Services under the Agreement and (ii) in accordance with applicable Data Privacy Laws and/or any specific written instructions provided by DXC.

b) Subject to Section 5 of this Supplement, Supplier shall notify DXC of any Sub-Processors in advance of using them to Process Personal Data and shall obtain DXC’s written consent to the use of such Sub-processors prior to them commencing Processing of Personal Data ("Approved Sub-Processor"). Supplier shall enter into a written agreement with each Sub-Processor containing data protection obligations no less protective than those in the Agreement to the extent applicable to the nature of the Services provided by the Sub-Processor.

c) In the event DXC objects to the use of a Sub-Processor by Supplier, the Parties will, in good faith, use reasonable efforts to make available to DXC a change in the Services or recommend a commercially reasonable change to DXC’s configuration or use of the Services to avoid Processing of Personal Data by the relevant Sub-Processor.

d) Supplier is entitled to use the Approved Sub-Processors stipulated in the Agreement.

e) Supplier remains liable for the acts and omissions of its Sub-Processors as if they were its own.
6.2.2.8. Auditing

a) DXC shall have the right to audit Supplier's or its Sub-Processors' compliance with the obligations set forth in this Supplement and any applicable Data Privacy Laws, including the right to inspect relevant records, systems and premises and interview relevant Supplier personnel.

b) Supplier shall provide DXC, or a third party appointed by DXC, with all information necessary to conduct the audit.

c) This Section shall apply in addition to Section 8 “DXC Audit of Supplier & Supplier’s Subcontractor” in the Agreement.
6.2.3. UK SUPPLEMENT – APPENDIX 1

UK STANDARD CONTRACTUAL CLAUSES

This Appendix 1 to the UK Supplement applies only in case Personal Data is transferred outside the UK.

The Parties agree to adopt and adhere to the UK SCC approved by the UK Information Commissioner’s Office and which are available at https://ico.org.uk/media/for-organisations/documents/2618973/uk-sccs-c-p-202012.docx and any amendments thereto.

The UK SCC as amended from time to time are incorporated by reference within this Appendix 1 to the UK Supplement.

The Parties agree upon the following specifications to the UK SCC to the extend necessary to complete the UK SCC.

ANNEXES

ANNEX I: Sections 2, 3 and 5 of this Supplement shall serve as Annex I to the UK SCC.

ANNEX II: Section 4 of this Supplement shall serve as Annex II to the UK SCC.
6.3. **BRAZIL LGPD SUPPLEMENT**

In the event that (i) Supplier is established or providing Services to a DXC company established on the Brazilian Territory; (ii) the Supplier is established or providing Services to DXC from Brazilian Territory; or (iii) the Brazilian General Data Protection Law (Federal Law no.13,709/18) as amended from time to time applies to the relevant DXC company and/or the Supplier, Supplier shall comply with the following LGPD requirements.

6.3.1. **Background Purpose and Rules in case of Conflict**

6.3.1.1. This LGPD Supplement ("Supplement") sets out the terms and conditions for the Processing of Personal Data by Supplier on behalf of DXC under the Agreement. This Supplement forms an integral part of the Agreement.

6.3.1.2. The details of Processing of the Personal Data, namely the duration, subject matter and purposes of Processing, as well as the types of Personal Data Processed, categories of Data Subjects to whom the Personal Data relates ("Processing Details"), are described in Appendix 1 to this Supplement.

6.3.1.3. Supplier acts as a Processor and DXC acts as a Controller of Personal Data. In case DXC acts as a Processor on behalf of its Controller customers, the Supplier shall act as a Sub-processor to DXC and DXC shall exercise the Controller’s rights on behalf of the Controller customer as described in this Supplement.

6.3.1.4. In the event of any conflict between the terms of this Supplement, the Agreement, Data Protection Laws the following order of precedence shall apply:

- Data Protection Laws;
- This Supplement and its appendices;
- The Agreement.
### Brazil LGPD Supplement (Portuguese/English)

<table>
<thead>
<tr>
<th>Aditivo LGPD</th>
<th>LGPD Supplement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caso (i) o Fornecedor esteja estabelecido ou prestando Serviços a uma empresa DXC estabelecida no Território Brasileiro; (ii) o Fornecedor esteja estabelecido ou prestando Serviços à DXC do Território Brasileiro; ou (iii) a Lei Geral de Proteção de Dados (Lei Federal nº 13.709/18), conforme alterada de tempos em tempos, se aplique à empresa DXC relevante e/ou ao Fornecedor, o Fornecedor deverá cumprir os seguintes requisitos da LGPD.</td>
<td>In the event that (i) Supplier is established or providing Services to a DXC company established on the Brazilian Territory; (ii) the Supplier is established or providing Services to DXC from Brazilian Territory; or (iii) the Brazilian General Data Protection Law (Federal Law no.13,709/18) as amended from time to time applies to the relevant DXC company and/or the Supplier, Supplier shall comply with the following LGPD requirements.</td>
</tr>
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</table>

1. **PRÉAMBULO, PROPÓSITO E REGRAS EM CASO DE CONFLITO**

1.1 Este Aditivo LGPD ("Aditivo") estabelece os termos e condições para o Tratamento de Dados Pessoais pelo Fornecedor em nome da DXC nos termos do Contrato. Este Aditivo é parte integrante do Contrato.

1.2 Os detalhes do Tratamento de Dados Pessoais, nomeadamente a duração, objeto e as finalidades do Tratamento, bem como os tipos de Dados Pessoais Tratados, categorias de Titulares dos Dados aos quais os Dados Pessoais se referem. ("Detalhes do Tratamento"), são descritos no Apêndice 1 deste Aditivo.

1.3 O Fornecedor atua como Operador e a DXC atua como Controladora de Dados Pessoais. No caso de a DXC atuar como Operadora em nome de seus clientes Controladores, o Fornecedor deverá atuar como um Sub-operador para DXC e a DXC exercerá os direitos do Controlador em nome do cliente Controlador conforme descrito neste Aditivo.

1.4 Em caso de qualquer conflito entre os termos deste Aditivo, do Contrato e das Leis de Proteção de Dados, a seguinte ordem de precedência será aplicada:

   i) Leis de Proteção de Dados;

   ii) Este Aditivo e seus apêndices;

   iii) O Contrato.

1.1 This LGPD Supplement ("Supplement") sets out the terms and conditions for the Processing of Personal Data by Supplier on behalf of DXC under the Agreement. This Supplement forms an integral part of the Agreement.

1.2 The details of Processing of the Personal Data, namely the duration, subject matter and purposes of Processing, as well as the types of Personal Data Processed, categories of Data Subjects to whom the Personal Data relates ("Processing Details"), are described in Appendix 1 to this Supplement.

1.3 Supplier acts as a Processor and DXC acts as a Controller of Personal Data. In case DXC acts as a Processor on behalf of its Controller customers, the Supplier shall act as a Sub-processor to DXC and DXC shall exercise the Controller’s rights on behalf of the Controller customer as described in this Supplement.

1.4 In the event of any conflict between the terms of this Supplement, the Agreement, Data Protection Laws the following order of precedence shall apply:

   i) Data Protection Laws;

   ii) This Supplement and its appendices;

   iii) The Agreement.
## 2. DEFINIÇÕES

<table>
<thead>
<tr>
<th>Os termos em maiúsculas usados neste Aditivo têm os significados estabelecidos no Contrato, no Artigo 5º da LGPD ou descritos abaixo</th>
<th>Capitalized terms used in this Supplement have the meaning as defined in the Agreement, Article 5 of the LGPD, or as set forth below.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Controlador(a) significa uma pessoa que (sozinha ou em conjunto ou em comum com outras pessoas) determina as finalidades e a maneira pela qual quaisquer Dados Pessoais (conforme definido nesta seção sobre Privacidade e Proteção de Dados) são, ou serão, Tratados. Uma pessoa reconhecida por lei pode ser uma organização, um indivíduo ou qualquer outra pessoa jurídica incorporada ou não.</td>
<td>Data Controller means a person who (either alone or jointly or in common with other persons) determines the purposes for which, and the manner in which, any Personal Data (used throughout this section as defined in this section on Privacy &amp; Data Protection) is, or is to be, Processed. A person recognized in law may be an organization, an individual, or any other corporate or unincorporated bodies of persons.</td>
</tr>
<tr>
<td>Operador(a) em relação aos Dados Pessoais, significa qualquer pessoa que Trate os Dados Pessoais exclusivamente em nome e de acordo com as instruções do Controlador. O termo Operador incorpora a função de Sub-operador quando a parte que fornece os Dados Pessoais ao Sub-operador atua como um Operador em nome de um terceiro que é o Controlador.</td>
<td>Data Processor in relation to Personal Data, means any person who Processes the Personal Data solely on behalf of and in accordance with the instructions from the Data Controller. The term DataProcessor incorporates the function of a Data Sub-Processor in case where the party providing the Personal Data to the Data Sub-Processor acts as a Data Processor on behalf of a third party who is the Data Controller.</td>
</tr>
<tr>
<td>Leis de Proteção de Dados significa todas as leis em vigor relacionadas à proteção de dados, incluindo, mas não se limitando à LGPD, quaisquer leis nacionais de implementação e quaisquer alterações às mesmas para fins de Tratamento de Dados Pessoais relativos a Titulares dos Dados localizados no Território Brasileiro.</td>
<td>Data Protection Laws means any laws in force from time to time relating to data protection, including, but not limited to the LGPD, any national implementing laws and any amendments thereto for purposes of Processing of Personal Data relating to Data Subjects who are located ontheBrazilian Territory.</td>
</tr>
<tr>
<td>Titular dos Dados significa uma pessoa natural cujos Dados Pessoais são Tratados pelo Fornecedor nos termos do Contrato e deste Aditivo.</td>
<td>Data Subject means a natural person whose Personal Data is Processed by Supplier under the Agreement and this Supplement.</td>
</tr>
<tr>
<td>LGPD significa a Lei Geral de Proteção de Dados (Lei Federal no. 13,709/18) e suas alterações.</td>
<td>LGPD means the Brazilian General Data Protection Law (Federal Law no. 13,709/18) and any amendments thereto.</td>
</tr>
<tr>
<td>Suboperador significa (i) qualquer subcontratado, (ii) qualquer afiliado do Fornecedor, e/ou (iii) um terceiro (que não seja o Fornecedor ou afiliado do Fornecedor), contratado pelo Fornecedor para Tratar Dados Pessoais de acordo com o Contrato e este Aditivo.</td>
<td>Sub-Processor means (i) any subcontractor, (ii) any affiliate of Supplier, and/or (iii) a third party (other than the Supplier or Supplier affiliate), engaged by Supplier to Process Personal Data in accordance with the Agreement and this Supplement.</td>
</tr>
</tbody>
</table>

## 3. OBRIGAÇÕES DO FORNECEDOR

### 3.1 Princípios gerais aplicáveis ao Tratamento de Dados Pessoais

#### 3.1.1 O Fornecedor Tratará Dados Pessoais de acordo com os requisitos das Leis de Proteção de Dados.

### 3.1 General principles applicable to the Processing of Personal Data

#### 3.1.1 The Supplier shall Process Personal Data in accordance with the requirements of Data Protection
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<table>
<thead>
<tr>
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<tbody>
<tr>
<td><strong>3.1.2</strong> O Fornecedor Tratará Dados Pessoais apenas seguindo instruções anteriores documentadas da DXC, incluindo no que diz respeito a Transferências de Dados Pessoais para um local ou organização internacional fora do Brasil. As instruções documentadas anteriores devem ser fornecidas no Contrato, neste Aditivo ou em outra forma, a menos que prescrito de outra forma por uma disposição das Leis de Proteção de Dados aplicáveis ao Fornecedor. O Fornecedor deve informar imediatamente a DXC se, na opinião do Fornecedor, uma instrução emitida pela DXC em relação aos Dados Pessoais possa infringir uma Lei Aplicável ou os termos do Contrato.</td>
<td><strong>3.1.2</strong> The Supplier shall Process Personal Data only on prior documented instructions from DXC including with regard to Transfers of Personal Data to a location or international organization outside of Brazil. The prior documented instructions shall be given in the Agreement, this Supplement or in other form, unless prescribed otherwise by a provision of Data Protection Laws applicable to Supplier. Supplier shall immediately inform DXC if, in Supplier’s opinion, an instruction issued by DXC in respect of Personal Data infringes an Applicable Law or the terms of the Agreement.</td>
</tr>
<tr>
<td><strong>3.1.3</strong> O Fornecedor deve garantir que seu pessoal envolvido no Tratamento de Dados Pessoais seja informado da natureza confidencial dos Dados Pessoais, tenha recebido treinamento apropriado sobre suas responsabilidades e esteja sujeito a compromissos de confidencialidade.</td>
<td><strong>3.1.3</strong> Supplier shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and are subject to confidentiality undertakings.</td>
</tr>
<tr>
<td><strong>3.1.4</strong> O Fornecedor deve seguir as condições relativas à contratação de Suboperadores conforme prescrito na Seção 3.7 - ‘Suboperador’ deste Aditivo.</td>
<td><strong>3.1.4</strong> Supplier shall follow the conditions concerning the use of Sub-Processors as prescribed in Section 3.7 – ‘Sub-processor’ of this Supplement.</td>
</tr>
<tr>
<td><strong>3.1.5</strong> O Fornecedor deve auxiliar a DXC por meio de medidas técnicas e organizacionais apropriadas, na medida do possível, para o cumprimento da obrigação da DXC de responder às solicitações dos Titulares dos Dados, levando em consideração a natureza do Tratamento.</td>
<td><strong>3.1.5</strong> Supplier shall assist DXC by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of DXC’s obligation to respond to Data Subjects’ requests, taking into account the nature of the Processing.</td>
</tr>
<tr>
<td><strong>3.1.6</strong> O Fornecedor deve fornecer à DXC cooperação e assistência razoáveis necessárias para cumprir a obrigação da DXC de acordo com a LGPD de realizar uma avaliação do impacto da proteção de dados relacionada ao Tratamento de Dados Pessoais realizado pelo Fornecedor. O Fornecedor deve fornecer assistência razoável à DXC, em relação à consulta com a Autoridade Nacional em conexão com uma avaliação de impacto de proteção de dados relacionada ao Tratamento de Dados Pessoais pelo Fornecedor.</td>
<td><strong>3.1.6</strong> Supplier shall provide DXC with reasonable cooperation and assistance needed to fulfill DXC’s obligation under the LGPD to carry out a data protection impact assessment related to Supplier’s Processing of the Personal Data. Supplier shall provide reasonable assistance to DXC, in relation to consultation with the Supervisory Authority in connection with a data protection impact assessment related to the Supplier’s Processing of the Personal Data.</td>
</tr>
<tr>
<td><strong>3.1.7</strong> O Fornecedor deve, a critério do DXC, e mediante qualquer solicitação fornecida pela DXC ao Fornecedor por escrito, excluir ou devolver todos os Dados Pessoais à DXC após o término da prestação dos Serviços relacionados ao Tratamento dos Dados Pessoais e excluir as cópias existentes desses Dados Pessoais a menos que as Leis de Proteção de Dados exijam a retenção dos Dados Pessoais.</td>
<td><strong>3.1.7</strong> Supplier shall, at DXC’s discretion, and with any such request being provided by DXC to Supplier in writing, delete or return all Personal Data to DXC after the end of the provision of Services relating to the Processing of the Personal Data, and delete existing copies unless Data Protection Laws require retention of the Personal Data.</td>
</tr>
<tr>
<td>3.1.8</td>
<td>O Fornecedor deve fornecer à DXC todas as informações necessárias para demonstrar o cumprimento das obrigações estabelecidas no Contrato e neste Aditivo.</td>
</tr>
<tr>
<td>3.1.8</td>
<td>Supplier shall provide DXC with all information necessary to demonstrate compliance with the obligations set forth in the Agreement and this Supplement.</td>
</tr>
</tbody>
</table>

| 3.2 | Segurança de Dados |
| 3.2 | Data security |

De acordo com o Contrato e levando em consideração a natureza do Tratamento de Dados Pessoais em relação aos Serviços prestados, o Fornecedor deverá, conforme exigido pelo art. 46 e art. 49 da LGPD, manter medidas técnicas e organizacionais adequadas para a proteção da segurança dos Dados Pessoais, incluindo proteção contra Tratamento não autorizado ou ilegal e contra destruição acidental ou ilegal, perda ou alteração ou dano, divulgação não autorizada ou acesso a Dados Pessoais.

In accordance with the Agreement and taking into account the nature of Processing of Personal Data in relation to the Services provided, Supplier shall, as required by LGPD Art. 46 and Art. 49, maintain appropriate technical and organisational measures for protection of the security of Personal Data, including protection against unauthorised or unlawful Processing, and against accidental or unlawful destruction, loss or alteration or damage, unauthorised disclosure of, or access to, Personal Data.

| 3.3 | Obrigação de Registro |
| 3.3 | Documentation obligation |

Na medida do aplicável às atividades de Tratamento do Fornecedor para a DXC, o Fornecedor deve manter todos os registros exigidos pelo Artigo 37 da LGPD e deve disponibilizá-los à DXC mediante solicitação.

O Fornecedor deve, no mínimo, documentar em formato eletrônico as seguintes informações sobre o Tratamento de Dados Pessoais e divulgá-las à DXC mediante solicitação:

i. detalhes de contato do Fornecedor;

ii. nome e detalhes de contato da pessoa de contato do Fornecedor;

iii. categorias de Dados Pessoais Tratados em nome da DXC;

iv. informações sobre Transferências de Dados Pessoais para fora do Território Brasileiro e descrição das salvaguardas conforme exigido pelas Leis de Proteção de Dados;

v. uma descrição das medidas implementadas pelo Fornecedor conforme exigido pelo Artigo 46 da LGPD;

vi. uma lista de Sub-Operadores usados no Tratamento de Dados Pessoais; e

vii. as informações listadas no Apêndice 1 Detalhes de Processamento.

To the extent applicable to Supplier’s Processing activities for DXC, Supplier shall maintain all records required by Article 37 of the LGPD and shall make them available to DXC upon request.

Supplier shall, at minimum, document in an electronic form the following information concerning the Processing of Personal Data and disclose them to DXC upon request:

i. contact details of Supplier;

ii. name and contact details of the contact person of Supplier;

iii. categories of Personal Data Processed on behalf of DXC;

iv. information on Transfers of Personal Data outside the Brazilian Territory and description of safeguards as required by Data Protection Laws;

v. a description of measures implemented by Supplier as required by Article 46 of the LGPD;

vi. a list of Sub-Processors used in Processing of Personal Data; and;

vii. the information listed in Appendix 1 Processing Details.
<table>
<thead>
<tr>
<th>3.4</th>
<th>Relatório e obrigação de notificação</th>
<th>3.4</th>
<th>Reporting and notification obligation</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.4.1 No caso de um Titular dos Dados ou da Autoridade Nacional fazer uma solicitação, reclamação ou consulta ao Fornecedor em relação ao Tratamento de Dados Pessoais pelo Fornecedor, o Fornecedor deverá informar a DXC de tal solicitação, reclamação ou consulta. O Fornecedor deve notificar a DXC sem atrasos indevidos antes de tomar quaisquer medidas exigidas por tais solicitações. O Fornecedor pode corrigir, excluir e alterar Dados Pessoais ou bloquear o Tratamento de Dados Pessoais em nome da DXC somente quando exigido pelas Leis de Proteção de Dados ou instruções escritas da DXC.</td>
<td>3.4.1 In the event that a Data Subject or a Supervisory Authority makes a request, complaint or enquiry to the Supplier concerning the Processing of Personal Data by the Supplier, Supplier shall inform DXC of such request, complaint or enquiry. Supplier shall notify DXC without undue delay prior to taking any measures required by such requests. Supplier may correct, delete and amend Personal Data or block Processing of Personal Data on behalf of DXC only when required by Data Protection Laws or written instructions of DXC.</td>
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<thead>
<tr>
<th>3.5</th>
<th>Violação de Dados Pessoais</th>
<th>3.5</th>
<th>Personal Data Breach</th>
</tr>
</thead>
<tbody>
<tr>
<td>O Fornecedor deve notificar a DXC de todas as Violações de Dados Pessoais (conforme definido na LGPD) sem demora indevida, mas não após do prazo acordado em relação à violação ou notificação de incidente de segurança no Contrato, DNSS ou programações de segurança da informação relacionadas. O Fornecedor deve investigar imediata e completamente todas as alegações de Violação de Dados Pessoais.</td>
<td>Supplier shall notify DXC of all Personal Data Breaches (as defined in the LGPD) without undue delay, but no later than what has been agreed in relation to breach or security incident notification in the Agreement, DNSS or related security schedules. Supplier shall promptly and thoroughly investigate all allegations of Personal Data Breach.</td>
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<tr>
<td>O Fornecedor deve envidar esforços razoáveis para identificar a causa de tal Violação de Dados Pessoais e tomar as medidas razoáveis especificadas pela DXC para remediar a causa de tal Violação de Dados Pessoais.</td>
<td>Supplier shall use reasonable efforts to identify the cause of such Personal Data Breach and take such reasonable steps as DXC shall specify to remediate the cause of such Personal Data Breach.</td>
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<tr>
<td>O Fornecedor fornecerá assistência e cooperação razoáveis, conforme solicitado pela DXC e/ou pelos representantes designados da DXC, na promoção de qualquer correção ou remediação de qualquer Violação de Dados Pessoais e/ou a mitigação de qualquer dano potencial (incluindo em relação a qualquer notificação da Autoridade Nacional ou Titulares dos Dados afetados).</td>
<td>Supplier shall provide reasonable assistance and cooperation as requested by DXC and/or DXC's designated representatives, in the furtherance of any correction or remediation of any Personal Data Breach and/or the mitigation of any potential damage (including in relation to any notification to a Supervisory Authority or affected Data Subjects).</td>
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</tr>
<tr>
<td>A notificação de Violação de Dados Pessoais feita pelo Fornecedor à DXC deve conter pelo menos o seguinte:</td>
<td>The Personal Data Breach notification made by the Supplier to DXC shall contain at least the following:</td>
<td></td>
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<tr>
<td>• descrição da natureza da Violação de Dados Pessoais, incluindo as categorias e número aproximado de Titulares dos Dados em questão e as categorias e número aproximado de registros de dados em questão;</td>
<td>• description of the nature of the Personal Data Breach, including the categories and approximate number of Data Subjects concerned and the categories and approximate number of data records concerned;</td>
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<tr>
<td>• nome e detalhes de contato da pessoa de contato do Fornecedor que está lidando com a Violação de Dados Pessoais;</td>
<td>• name and contact details of the contact person of Supplier handling the Personal Data Breach;</td>
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<tr>
<td>• descrição de consequências prováveis e/ou consequências percebidas da Violação de Dados Pessoais; e</td>
<td>• description of likely consequences and/or realized consequences of the Personal Data Breach; and</td>
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<td>• description of the measures Supplier has taken to address the Personal Data Breach and to</td>
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<tr>
<td>3.6 Transferências de Dados Pessoais</td>
<td>3.6 Transfers of Personal Data</td>
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<td></td>
</tr>
<tr>
<td>De acordo com o Artigo 33 da LGPD, o Fornecedor não deve Transferir, e não deve permitir que qualquer Sub-Operador, Transfira quaisquer Dados Pessoais para fora do Brasil sem o consentimento prévio da DXC. O Fornecedor entende que, de acordo com o Artigo 33 da LGPD, deve existir proteção adequada para os Dados Pessoais após a Transferência e irá, se solicitado pela DXC, celebrar um acordo apropriado com a DXC que rege essa Transferência de acordo com o Artigo 33 da LGPD, a não ser que outro mecanismo de adequação para a Transferência exista que tenha sido aprovado pela Autoridade Nacional.</td>
<td>In accordance with Article 33 of the LGPD, Supplier shall not, and shall not permit any Sub-processor to, Transfer any Personal Data outside Brazil without the prior consent of DXC. Supplier understands that in accordance with Article 33 of the LGPD, adequate protection for the Personal Data must exist after the Transfer and will, if so requested by DXC, enter into an appropriate agreement with DXC governing such Transfer In accordance with Article 33 of the LGPD, unless another adequacy mechanism for the Transfer exists which has been approved by the relevant Supervisory Authorities.</td>
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<tr>
<th>3.7 Sub-Operadores</th>
<th>3.7 Sub-Processors</th>
</tr>
</thead>
<tbody>
<tr>
<td>O Fornecedor deve, e deve garantir que qualquer Sub-Operador agindo sob a autoridade do Fornecedor Trate e transfira os Dados Pessoais apenas (i) conforme necessário para prestar os Serviços e (ii) de acordo com as instruções documentadas específicas que o Fornecedor recebeu da DXC, a menos que seja exigido de outra forma para cumprir quaisquer Leis de Proteção de Dados, caso em que o Fornecedor deverá fornecer um aviso prévio à DXC de tal requisito legal, a menos que a lei proiba essa divulgação por motivos relevantes de interesse público.</td>
<td>Supplier shall, and shall ensure that any Sub-processor acting under Supplier authority shall, Process and Transfer the Personal Data only (i) as needed to provide the Services and (ii) in accordance with the specific documented instructions Supplier has received from DXC, unless required otherwise to comply with any Data Protection Laws, in which case Supplier shall provide prior notice to DXC of such legal requirement, unless that law prohibits this disclosure on important grounds of public interest.</td>
</tr>
</tbody>
</table>

| O Fornecedor deve notificar a DXC sobre a identidade dos Sub-Operadores antes de usá-los para Tratar Dados Pessoais e deve obter o consentimento da DXC para o uso de tais Sub-Operadores antes que eles iniciem o Tratamento de Dados Pessoais ("Suboperador Aprovado"). O Fornecedor garantirá que celebrou um contrato por escrito com cada Sub-Operador contendo obrigações de proteção de dados não menos protetivas do que as deste Aditivo com relação à proteção de Dados Pessoais na medida aplicável à natureza dos Serviços prestados por tal Sub-Operador. | Supplier shall notify DXC of the identity of Sub-processors in advance of using them to Process Personal Data and shall obtain DXC’s consent to the use of such Sub-processors prior to them commencing Processing of Personal Data ("Approved Sub-processor"). Supplier will ensure that it has entered into a written agreement with each Sub-processor containing data protection obligations no less protective than those inthis Supplement with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor. |

| No caso de a DXC se opor a um Sub-Operador, o Fornecedor envidará esforços razoáveis para disponibilizar à DXC uma mudança nos Serviços ou recomendar uma mudança comercialmente razoável na configuração da DXC ou no uso dos Serviços para evitar o Tratamento de Dados Pessoais pelo novo Sub-Operador. | In the event DXC objects to a Sub-processor, Supplier will use reasonable efforts to make available to DXC a change in the Services or recommend a commercially reasonable change to DXC’s configuration or use of the Services to avoid Processing of Personal Data by the relevant new Sub-processor. |

<p>| O Fornecedor permanece responsável pelos atos e omissões | Supplier remains liable for the acts and omissions of its Sub- |</p>
<table>
<thead>
<tr>
<th>Aditivo LGPD – APENDICE 1: DETALHES DE TRATAMENTO</th>
<th>LGPD Supplement - APPENDIX 1: PROCESSING DETAILS</th>
</tr>
</thead>
</table>
| **Titulares de Dados**  
Os Dados Pessoais Tratados referem-se às seguintes categorias de Titulares dos Dados:  
[Completar] | **Data Subjects**  
The Personal Data Processed concern the following categories of Data Subjects:  
[To be completed] |
| **Categorias de dados**  
Os Dados Pessoais Transferidos referem-se às seguintes categorias de Dados Pessoais:  
[Completar] | **Categories of data**  
The Personal Data Transferred concern the following categories of Personal Data:  
[To be completed] |
| **Dados Sensíveis (se apropriado)**  
Os seguintes Dados Pessoais são considerados sensíveis:  
[Completar] | **Special categories of data (if appropriate)**  
The Personal Data Transferred concern the following special categories of Personal Data:  
[To be completed] |
| **Objetivo do Tratamento**  
O objetivo do Tratamento é:  
[Completar] | **Purpose of Processing**  
The purpose of the Processing is:  
[To be completed] |
| **Operações de Tratamento**  
Os Dados Pessoais Transferidos estarão sujeitos às seguintes atividades básicas de Tratamento:  
[Completar] | **Processing operations**  
The Personal Data Transferred will be subject to the following basic Processing activities:  
[To be completed] |