

UNOFFICIAL TRANSLATION OF THE BRAZILIAN INTERNATIONAL DATA TRANSFER REGULATION (BY PRADO VIDIGAL ADVOGADOS).

This translation is for reference only and should not be considered a definitive legal interpretation.

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## 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 NATIONAL DATA PROTECTION AUTHORITY (ANPD), pursuant to the powers conferred by Article 55-J, item XIII, of Law No. 13.709, of August 14, 2018, Article 2, item XIII, of Annex I of Decree No. 10.474, of August 26, 2020, Article 5, item I, of the ANPD Internal Regulations, and in view of the deliberation 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 Transfers and the content of the standard contractual clauses, under the terms of Article 33, items I and II, sub-items 'a', 'b' and 'c', Article 34, Article 35, caput and paragraphs 1, 2 and 5, and Article 36 of Law No. 13.709, of August 14, 2018.

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

Sole paragraph: Data controllers who utilize contractual clauses for international data transfers must incorporate the standard contractual clauses approved by the ANPD into their respective contractual instruments within 12 (twelve) months from the date of publication of this Resolution.

**WALDEMAR GONÇALVES ORTUNHO JUNIOR**

**President-Director**

ANNEX I - REGULATION ON INTERNATIONAL DATA TRANSFERS

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 prescribed by Law No. 13.709, of August 14, 2018, as recognized by the ANPD; or

II - When the controller offers and proves guarantees of compliance with the principles, rights of the data subject, and the data protection regime provided for in Law No. 13.709, of August 14, 2018, in the form of:

- a) Specific contractual clauses for a given transfer;
- b) Standard contractual clauses; or
- c) Global corporate rules.

Sole paragraph: The provisions of this Regulation do not exclude the possibility of conducting international data transfers based on other mechanisms provided for in Article 33 of Law No. 13.709, of August 14, 2018, that do not require regulation, provided that the specificities of the case and applicable legal requirements are met.

**Section II - Guidelines**

**Article 2.** International data transfers must be carried out in accordance with Law No. 13.709, of August 14, 2018, and this Regulation, following these guidelines:

I - Ensuring compliance with the principles, rights of the data subject, and a level of protection equivalent to that provided in national legislation, regardless of the location of the personal data subject to the transfer, including after the end of processing and in cases of subsequent transfers;

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

III - Promoting the free and trusted cross-border flow of data and the social, economic, and technological development, while respecting the rights of the data subjects;

IV - Ensuring accountability and transparency by adopting effective measures to demonstrate compliance with the principles, rights of the data subject, and the

data protection regime provided for in Law No. 13.709, of August 14, 2018, including the effectiveness of these measures;

V - Implementing effective transparency measures that ensure the provision of clear, precise, and easily accessible information to data subjects regarding the transfer, respecting commercial and industrial secrecy; and

VI - Adopting best 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 apply:

I - **Exporter:** A data processing agent, located in the national territory or in a foreign country, that transfers personal data to an importer;

II - **Importer:** A data processing agent, located in a foreign country or an international organization, that receives personal data transferred by the exporter;

III - **Transfer:** A data processing operation through which one data processing agent transmits, shares, or provides access to personal data to another data processing agent;

IV - **International Data Transfer:** The transfer of personal data to a foreign country or international organization of which the country is a member;

V - **International Data Collection:** The collection of personal data directly from the data subject by a 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 management of a natural or legal person or a group of people who hold, individually or jointly, control over the others, provided that there is integrated interest, effective commonality of interests, and joint action of the companies that are part of the group;

VII - **Responsible Entity:** A business entity, headquartered in Brazil, that is responsible for any violation of global corporate rules, even if resulting from an act committed by a member of the group or conglomerate of companies headquartered in another country;

VIII - **International Data Transfer Mechanisms:** The situations provided for 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:** An organization governed by public international law, including its subordinate bodies or any other body established by an agreement between two or more countries; and

**X - Security Measures:** Technical and administrative measures adopted to protect personal data from unauthorized access and from accidental or unlawful situations of destruction, loss, alteration, communication, or dissemination.

## CHAPTER III - INTERNATIONAL DATA TRANSFERS

### *Section I - General Requirements*

**Article 4.** The controller must 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 data protection legislation; and

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

§ 1. The processor shall assist the controller by providing the necessary information to comply with the provisions of this article.

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

### *Section II - Characterization of International Data Transfer*

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

**Article 6.** International data collection does not constitute an international data transfer.

Sole paragraph: International data collection must comply with the provisions of Law No. 13.709, of August 14, 2018, when any of the situations specified in Article 3 of the Law are verified.

### *Section III - Application of National Data Protection Legislation*

**Article 7.** International data transfers must comply with the provisions of Law No. 13.709, of August 14, 2018, and this Regulation, when:

I - The processing operation is carried out within the national territory, except as provided in item IV of the caput of Article 4 of Law No. 13.709, of August 14, 2018, and subject to the provisions of Article 8 of this Regulation;

II - The processing activity aims to offer or provide goods or services or to process data of individuals located in the national territory; or

III - The personal data subject to processing was collected within the national territory.

Sole paragraph: The application of national legislation to international data transfers is independent of the means used for their execution, the country of establishment 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 processed within the national territory.

§ 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 in the national territory; or

II - The personal data, processed within the national 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, as recognized by an adequacy decision issued by the ANPD;

b) The legislation of the country or the rules applicable to 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 sub-item 'a'.

§ 2. For the purposes of item II of § 1, the adequacy decision issued by the ANPD shall not exempt the application of Law No. 13.709, of August 14, 2018, in situations that may violate or endanger the observance of the general principles of data protection and the rights of data subjects provided for in national legislation.

§ 3. The non-application of Law No. 13.709, of August 14, 2018, in the cases provided for in this article does not exempt the need to comply with 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.** International data transfers may only be carried out to fulfill 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 they are based on:

I - One of the legal bases 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 conducting the international transfer:

a) To countries or international organizations that provide an adequate level of personal data protection as prescribed by Law No. 13.709, of August 14, 2018, and complementary norms, as recognized by an adequacy decision issued by the ANPD;

b) Standard contractual clauses, global corporate rules, or specific contractual clauses, as provided for in 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: International data transfers must be limited to the minimum necessary to achieve their purposes, encompassing relevant, proportional, and non-excessive data concerning 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 personal data protection of a foreign country or international organization with the national data protection legislation, subject to 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 assessment of the level of personal data protection of a foreign country or international organization shall consider:

I - The general and sectoral rules in force that impact personal data protection in the destination country or international organization;

II - The nature of the data;

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

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

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

VI - Other specific circumstances related to the transfer.

§ 1. The assessment of the rules mentioned in item I of the caput of this article shall be limited to the legislation directly applicable or that has a significant impact on the processing of personal data and the rights of data subjects.

§ 2. For the purposes of items III and IV of the caput of this article, it shall be assessed whether the local legislation imposes on data processing agents the obligation to implement adequate security measures, considering the nature of the data and the risks involved in the processing, among other relevant factors, in accordance with the parameters established in Law No. 13.709, of August 14, 2018.

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

**Article 12.** In the evaluation of the level of personal data protection, the following shall also be considered:

I - The risks and benefits provided by the adequacy decision, considering, among other aspects, the guarantee of principles, rights of data subjects, and the data protection regime provided for 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 international cooperation of Brazil with other countries and international organizations.

Sole paragraph: The ANPD shall prioritize the assessment of the level of data protection of foreign countries or international organizations that guarantee reciprocal treatment to Brazil and whose recognition of adequacy facilitates 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 a decision of the Board of Directors, ex officio, or upon request from 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 shall express its 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 accordance with the ANPD's Internal Regulations.

§ 1. The public administration bodies and entities with relevant competencies on the subject may be notified of the initiation of the process and may submit opinions within the scope of their legal competencies.

§ 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 preparing documents, providing 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 carrying out 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 compliance with the principles, rights of data subjects, and the data protection regime provided for in Law No. 13.709, of August 14, 2018, including the ANPD's determinations.

**Article 16.** The validity of international data transfers based on the adoption of standard contractual clauses requires the full and unaltered adoption of the text provided in Annex II, through a contractual instrument signed between the exporter and the importer.

§ 1. The standard contractual clauses may be integrated into:

I - A contract entered into specifically to govern international data transfers; or

II - A broader contract, including by signing an addendum by the exporter and the importer involved in the international data transfer operation.



§ 2. The other provisions provided for in the contractual instrument or in related contracts signed by the parties shall not exclude, modify, or contradict, directly or indirectly, the provisions of the standard contractual clauses.

§ 3. In the case of item II of § 1 of this article, Sections I, II, and III of Annex II must be included 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 international data transfer, respecting commercial and industrial secrecy.

§ 1. The deadline for responding to the request is 15 (fifteen) days, except when a different deadline is established in specific ANPD regulations.

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

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

II - The country of destination of the transferred data;

III - The identification and contact information of the controller;

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

V - The responsibilities of the agents who will carry out the processing and the security measures adopted; and

VI - The rights of the data subject and the means for exercising them, including a simple and accessible channel and the right to file a complaint against the controller with the ANPD.

§ 3. The document referred to in § 2 may be made available on a specific page or integrated, in a prominent and easily accessible manner, with 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 for in Annex II.

§ 1. The procedure for recognizing the equivalence of standard contractual clauses:

I - May be initiated by a decision of the Board of Directors, ex officio, or at the request of the interested parties;

II - Shall be instructed by the competent technical area, in accordance with the ANPD's Internal Regulations, which shall express its 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 accordance with the ANPD's Internal Regulations.

§ 2. The Board of Directors may determine the consultation with society during the procedure provided for in § 1.

§ 3. The public administration bodies and entities with relevant competencies on the subject may be notified of the initiation of the process and may submit opinions within the scope of their legal competencies.

§ 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 - A compatibility analysis with the provisions of Law No. 13.709, of August 14, 2018, and this Regulation, including a comparison between the content of the national clauses and those for which equivalence recognition 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, and whether they ensure a level of data protection equivalent to that guaranteed by the national standard contractual clauses; and

II - The risks and benefits provided by the approval, considering, among other aspects, the guarantee of the principles, rights of data subjects, 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 international cooperation of Brazil with other countries and international organizations.

Sole paragraph: For the purposes of item II of the caput, the ANPD shall prioritize the approval of clauses that may be used by other data processing agents who carry out international data transfers in 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 conducting international data transfers, in accordance with item II, sub-item 'b', of Article 33 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 the approval of specific contractual clauses from the ANPD, which offer and demonstrate guarantees of compliance with the principles, rights of the data subject, and the data protection regime provided for in Law No. 13.709, of August 14, 2018, and in this Regulation.

§ 1. Specific contractual clauses shall only be approved when the international data transfer cannot be carried out using standard contractual clauses due to exceptional circumstances of fact or law, duly substantiated by the controller.

§ 2. In any case, the specific contractual clauses must provide for the application of national data protection legislation to the international data transfer and its submission to ANPD oversight.

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

§ 1. The analysis conducted by the 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 the national standard contractual clauses; and

II - The risks and benefits provided by the approval, considering, among other aspects, the guarantee of the principles, rights of data subjects, 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 international cooperation of Brazil with other countries and international organizations.

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

**Article 23.** In the clauses submitted for approval by the ANPD, 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.** The specific contractual clauses must be submitted for approval by the ANPD, in accordance with the process described in Chapter VIII.

## CHAPTER VII - GLOBAL CORPORATE RULES

**Article 25.** Global corporate rules are intended for international data transfers between organizations of the same group or conglomerate of companies and are binding on the members of the group that subscribe to them.

Sole paragraph: Global corporate rules constitute a valid mechanism for conducting international data transfers only for the organizations or countries covered by the global corporate rules.

**Article 26.** Global corporate rules must be linked to the implementation of a privacy governance program that meets the minimum conditions established in § 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, global 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 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 - The structure of the group or conglomerate of companies, including a list of affiliated entities, the role played by each in the processing, and the contact details of each organization that processes personal data;

IV - Determination of the binding nature of the global corporate rules for all members of the group or conglomerate of companies that subscribe to them, including for their employees;

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

VI - Indication of the rights of the data subjects and the means for exercising them, including a simple and accessible channel and the right to file a complaint against the controller with the ANPD, after the data subject has demonstrated that a complaint submitted to the controller has not been resolved within the time frame established in the regulation;

VII - Rules on the process for reviewing the global corporate rules and the requirement for prior approval by the ANPD; and

VIII - Provision for notification to the ANPD in case of changes in the guarantees presented as sufficient for compliance with the principles, rights of the data subject, and the data protection regime provided for in Law No. 13.709, of August 14, 2018, especially in the event that one of the members of the group or conglomerate of companies is subject to a legal obligation in another country that prevents compliance with the global corporate rules.

§ 1. For the purposes of compliance with item VIII, the global corporate rules must provide for the obligation to immediately notify 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 global corporate rules, except in cases where there is an express legal prohibition on making such a notification.

§ 2. For the purposes of item VI, requests related to compliance with the global corporate rules must be responded to within the time frame provided for in Law No. 13.709, of August 14, 2018, and in specific regulations.

**Article 28.** Global corporate rules must be submitted for approval by the ANPD, in accordance with the process described in Chapter VIII.

## CHAPTER VIII - PROVISIONS COMMON TO SPECIFIC CONTRACTUAL CLAUSES AND GLOBAL CORPORATE RULES

### *Section I - Approval Procedure*

**Article 29.** The request for approval of specific contractual clauses or global corporate rules must be accompanied, as appropriate, by at least the following:

I - The full text of the specific clauses or global corporate rules;

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 of the data protection authority that approved the specific clauses or global corporate rules subject to the approval request; and

IV - A 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 global corporate rules:

I - Shall be analyzed by the competent technical area, in accordance with the ANPD's Internal Regulations, which shall express its 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 accordance with the ANPD's Internal Regulations.

§ 1. In the analysis of the specific contractual clauses or global corporate rules submitted for approval by the ANPD, other documents and supplementary information may be requested, or verification procedures concerning the processing operations may be carried out if necessary.

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

*Section II - Transparency Measures*

**Article 31.** The ANPD shall publish on its website the list of approved specific contractual clauses and global corporate rules, including the name of the applicant, the date of approval, and the decision issued by the Board of Directors, as well as 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 may be used by other data processing agents, respecting 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 global corporate rules, in accordance with Article 17.

Sole paragraph: The controller shall publish on its website a document written in simple language about the international data transfer, in accordance with Article 17, §§ 2 and 3, respecting the conditions established in the approval decision.

*Section III - Amendments*

**Article 33.** Amendments to specific contractual clauses and global corporate rules require prior approval by 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, rights of the data subject, 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 decisions of the Board of Directors, duly substantiated, may be filed within 10 (ten) business days from the official notification of the interested party, in accordance with Article 12 of the Annex to Resolution CD/ANPD No. 1, of October 28, 2021, in the procedures established for:

I - Issuance of an adequacy decision;

II - Recognition of the equivalence of standard contractual clauses; or

III - Approval of specific contractual clauses and global corporate rules.

Sole paragraph: The request for reconsideration shall be distributed and processed in accordance with the ANPD's Internal Regulations.

ANNEX II - STANDARD CONTRACTUAL CLAUSES

(**Note:** As provided in Annex I - Regulation on International Data Transfers, the clauses provided in this ANNEX II may be included in a contract entered into to govern, specifically, the international data transfer or in a broader contract, including by signing an addendum by the exporter and the importer involved in the international data transfer.)

*Section I - General Information*

(**Note:** This Section contains Clauses that may be supplemented by the Parties, exclusively in the spaces indicated and according to the provided 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, resolve to adopt the standard contractual clauses (hereinafter Clauses) approved by the National Data Protection Authority (ANPD), to govern the International Data Transfer described in Clause 2, in accordance with the provisions of National Legislation.

- **Name:**
- **Qualification:**
- **Primary 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 box).

- **Name:**
- **Qualification:**
- **Primary 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 box).

**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 transfer:**
- **Categories of personal data transferred:**
- **Data retention period:**
- **Other information:**

**(Note:** Fill in as much detail 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 a Subsequent Transfer of the Personal Data that is the subject of the International Data Transfer governed by these Clauses, except in the cases provided in item 18.3.
- **OPTION B.** 3.1. The Importer may carry out a Subsequent Transfer of the Personal Data that is the subject of 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 transfer:**
- **Categories of personal data transferred:**
- **Data retention period:**
- **Other information:**

**(Note:** Fill in as much detail as possible with information related to the authorized subsequent transfers.)

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

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

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

4.1. Without prejudice to the duty of mutual assistance and the general obligations of the Parties, the following Party, as designated below, acting as Controller, shall be responsible for complying with the following obligations set out 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 described in CLAUSE 15:

**( ) Exporter ( ) Importer**

c) Responsible for reporting the security incident as described in Clause 16:

**( ) Exporter ( ) Importer**

**(Note:** In sub-items "a," "b," and "c," check the corresponding option for "Exporter" or "Importer" where only one of the Parties acts as a controller; or check both options where both Parties act as controllers. The responsibility for complying with the obligations referred to in Clauses 14 to 16 cannot be attributed to the Party acting as a Processor. If it is later determined that the Designated Party acts as a Processor, the provisions of item 4.2 shall apply.)

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

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

b) For complying with ANPD determinations; and

c) For ensuring the rights of the Data Subjects and compensating for any damages caused, as provided in Clause 17.

- **OPTION B.** (Note: Option B is exclusive to international data transfers carried out between processors)

4.1. Considering that both Parties act exclusively as Processors in the context 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 Controller identified in the box below.

- **Third Controller's Identification Information:**
  - **Name:**
  - **Qualification:**
  - **Primary Address:**
  - **Email Address:**
  - **Contact for the Data Subject:**
  - **Information about Linked Contract:**

**(Note:** Fill in as much detail as possible with the identification and contact information of the Third Controller and, if applicable, the Linked Contract.)

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

4.3. If the equivalence to a Controller under item 4.2 is determined, the Exporter shall be responsible for complying with the obligations set out in Clauses 14, 15, and 16.

4.4. Except as provided in items 4.2. and 4.3, the obligations set out in 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 Controller to comply with ANPD determinations and to adequately fulfill obligations related to transparency, responding to data subject requests, and reporting security incidents to the ANPD.

4.6. The Parties shall promote mutual assistance to fulfill data subject requests.

4.7. Upon receiving a data subject request, the Party shall:

- a) Fulfill the request when it has the necessary information;
- b) Inform the data subject of the contact channel provided by the Third Controller;  
or
- c) Forward the request to the Third Controller as soon as possible to enable a response within the time frame provided in National Legislation.

4.8. The Parties shall maintain a record of security incidents involving personal data, as required by National Legislation.

*Section II - Mandatory Clauses*

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

**CLAUSE 5. Purpose**

5.1. These Clauses are intended to enable the secure international flow of personal data, establishing minimum guarantees and valid conditions for carrying out International Data Transfers and ensuring the adoption of adequate safeguards for complying with the principles, rights of the Data Subject, and the data protection regime provided for in National Legislation.

**CLAUSE 6. Definitions**

6.1. For the purposes of these Clauses, the definitions provided in Article 5 of Law No. 13.709, of August 14, 2018, and Article 3 of the Regulation on International Data Transfers shall apply, without prejudice to other normative acts issued by the ANPD. The Parties also agree to consider the terms and their respective meanings as set out below:

- a) **Data Processing Agents:** The controller and the processor;
- b) **ANPD:** National Data Protection Authority;
- c) **Clauses:** The standard contractual clauses approved by the ANPD, which comprise Sections I, II, and III;

- d) **Linked Contract:** A contractual instrument signed between the Parties or at least one of them and a third party, including a Third Controller, which has a common purpose, linkage, or dependence on the contract governing the International Data Transfer;
- e) **Controller:** The Party or third party ("Third Controller") responsible for making 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 about racial or ethnic origin, religious belief, political opinion, membership in a trade union or religious, philosophical, or political organization, data concerning health or sexual life, genetic or biometric data, when linked to a natural person;
- h) **Deletion:** Exclusion of data or a set of data stored in a database, regardless of the procedure used;
- i) **Exporter:** A data processing agent, located in the national territory or in a foreign country, that 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 an Exporter;
- k) **National Legislation:** The set of Brazilian constitutional, legal, and regulatory provisions on Personal Data protection, including Law No. 13.709, of August 14, 2018, the Regulation on International Data Transfers, and other normative acts issued by the ANPD;
- l) **Arbitration Law:** Law No. 9.307, of September 23, 1996;
- m) **Security Measures:** Technical and administrative measures adopted to protect personal data from unauthorized access and from accidental or unlawful situations of destruction, loss, alteration, communication, or dissemination;
- n) **Research Entity:** A public administration body or entity or a private non-profit legal entity legally constituted under Brazilian law, headquartered and with jurisdiction in Brazil, whose institutional mission or statutory objective includes basic or applied research of a historical, scientific, technological, or statistical nature;
- o) **Processor:** The Party or third party, including a Subcontractor, that processes Personal Data on behalf of the Controller;
- p) **Designated Party:** The Party designated under Clause 4 ("Option A") to fulfill specific obligations related to transparency, data subject rights, and security incident reporting in the capacity of Controller;

q) **Parties:** Exporter and Importer;

r) **Access Request:** A request for mandatory compliance under law, regulation, or determination by a public authority to grant access to Personal Data subject to the International Data Transfer governed by these Clauses;

s) **Subcontractor:** A data processing agent hired by the Importer, with no link to the Exporter, to process Personal Data after an International Data Transfer;

t) **Third Controller:** The Controller of Personal Data who provides written instructions for the International Data Transfer between Processors governed by these Clauses, as provided in 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 form of processing through which 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 international organization of which the country is a member; and

x) **Subsequent Transfer:** The International Data Transfer, originating from an Importer, to a third party, including a Subcontractor, provided that 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 National Legislation and subject to ANPD oversight, including the authority to apply preventive measures and administrative sanctions to both Parties, as applicable, as well as to limit, suspend, or prohibit international transfers resulting 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 in favor of the Data Subject and in accordance with the provisions of National Legislation;

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

c) No item in these Clauses, including a Linked Contract and the provisions in Section IV, may be interpreted to limit or exclude the liability of either Party concerning obligations under National Legislation; and

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

**CLAUSE 9. Possibility of Third-Party Accession**

9.1. With the mutual consent of the Parties, a data processing agent may adhere to these Clauses as an Exporter or Importer by signing a written document that 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 assumed position of Exporter or Importer and according to 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 National Legislation, including the effectiveness of these measures, especially:

- a) Using Personal Data only for the specific purposes described in Clause 2, without the possibility of further processing in a manner incompatible with these purposes, and in any case, subject to the limitations, guarantees, and safeguards provided in these Clauses;
- b) Ensuring the compatibility of the processing with the purposes informed to the Data Subject, according to the context of the processing;
- c) Limiting the processing to the minimum necessary to achieve its purposes, including only relevant, proportional, and non-excessive data concerning the purposes of processing Personal Data;
- d) Ensuring that Data Subjects are provided, as stipulated in Clause 4:
  - (d.1.) Clear, precise, and easily accessible information about the processing and the respective data processing agents, subject to commercial and industrial secrecy;
  - (d.2.) Facilitated and free access to information on the form and duration of the processing, as well as the completeness of their Personal Data; and
  - (d.3.) The accuracy, clarity, relevance, and updating of Personal Data, according to the need and to fulfill the purpose of its processing;
- e) Adopting appropriate security measures compatible with the risks involved in the International Data Transfer governed by these Clauses;
- f) Not processing Personal Data for discriminatory, unlawful, or abusive purposes;

g) Ensuring that anyone acting under its authority, including subcontractors or any agent collaborating with it, whether free or for a fee, processes data only in compliance with its instructions and with the provisions of these Clauses; and

h) Maintaining a record of operations involving the processing of Personal Data subject to the International Data Transfer governed by these Clauses and providing the relevant 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 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. If the International Data Transfer involves Personal Data of children and adolescents, the Parties shall apply additional safeguards, including measures to ensure that processing is conducted in their best interest, in accordance with National Legislation and relevant international law instruments.

**CLAUSE 13. Lawful Use of Data**

13.1. The Exporter guarantees that the Personal Data was collected, processed, and transferred to the Importer in compliance with National 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 International Data Transfer, including at least the following information:

- a) The form, duration, and specific purpose of the international transfer;
- b) The country of destination of the transferred data;
- c) The identification and contact details of the Designated Party;
- d) The shared use of data by the Parties and the purpose;
- e) The responsibilities of the agents carrying out the processing;
- f) The rights of the Data Subject and the means for exercising them, including a simple and accessible channel provided for responding to requests and the right to file a complaint against the Controller with the ANPD; and
- g) Subsequent Transfers, including 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, subject to commercial and industrial secrecy.

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

### **CLAUSE 15. Rights of the Data Subject**

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

- a) Confirmation of the existence of processing;
- b) Access to the data;
- c) Correction of incomplete, inaccurate, or outdated data;
- d) Anonymization, blocking, or deletion of data that is unnecessary, excessive, or processed in non-compliance with these Clauses and National Legislation;
- e) Data portability to another service or product provider, upon express request, in accordance with ANPD regulations, subject to commercial and industrial secrecy;
- f) Deletion of Personal Data processed with the Data Subject's consent, except in cases provided in Clause 20;
- g) Information about the public and private entities with which the Parties have shared data;
- h) Information about the possibility of not providing consent and the consequences of refusal;
- i) Revocation of consent through a free and facilitated procedure, with the processing conducted before the deletion request being ratified;
- j) Review of decisions made solely based on automated data processing that affects their interests, including decisions intended to define their personal, professional, consumer, and credit profile or aspects of their personality; and
- k) Information about the criteria and procedures used for automated decision-making, subject to commercial and industrial secrecy.



15.2. The Data Subject may object to processing carried out based on one of the exceptions to consent, in case of non-compliance with these Clauses or National Legislation.

15.3. The deadline for responding to requests provided 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 set out in this Clause or item 14.3, the Party shall:

a) Inform the Data Subject of the contact 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 time frame provided in item 15.3.

15.5. The Parties must immediately inform the Data Processing Agents with whom they have shared data of any correction, deletion, anonymization, or blocking of the data so that they may replicate the same procedure, except in cases where such communication is proven to be impossible or would involve disproportionate effort.

15.6. The Parties shall promote mutual assistance to fulfill Data Subject requests.

#### **CLAUSE 16. Security Incident Reporting**

16.1. The Designated Party shall notify the ANPD and the Data Subjects, within 3 (three) business days, of the occurrence of a security incident that may result in significant risk or harm to the Data Subjects, in accordance with National Legislation.

16.2. The Importer must maintain a record of security incidents in compliance with National Legislation.

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

17.1. The Party that, as a result of its data processing activity, causes material, moral, individual, or collective damage in violation of these Clauses and National Legislation is obligated to compensate for the damages.

17.2. The Data Subject may seek compensation for damages caused by either Party due to the violation of these Clauses.

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

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

17.5. Controllers directly involved in the processing that caused damage to the Data Subject are jointly liable for these damages, except as provided in item 17.6.

17.6. The Parties shall not be held liable if they can prove 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 National Legislation; or
- c) The damage resulted from the sole fault of the Data Subject or a third party that is not the recipient of a Subsequent Transfer or subcontracted by the Parties.

17.7. In accordance with National Legislation, the court may reverse the burden of proof in favor of the Data Subject when, in its judgment, the claim is plausible, the Data Subject is in a vulnerable position, or the production of evidence by the Data Subject would be excessively burdensome.

17.8. Collective actions seeking compensation for collective damages related to liability under this Clause may be brought collectively in court, in accordance with the relevant legislation.

17.9. The Party that compensates the Data Subject for damages has the right of recourse against the other responsible parties to the extent of their involvement in the harmful event.

#### **CLAUSE 18. Safeguards for Subsequent Transfers**

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

18.2. In any case, the Importer:

- a) Must ensure that the purpose of the Subsequent Transfer is compatible with the specific purposes described in Clause 2;
- b) Must ensure, through a written contractual instrument, that the safeguards provided in these Clauses are observed by the third-party recipient of the Subsequent Transfer; and
- c) For the purposes of these Clauses, and regarding the transferred Personal Data, shall 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 for International Data Transfer provided for in National Legislation, regardless of the authorization mentioned 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 the appropriate legal measures, including legal actions, to protect the rights of the Data Subjects whenever there is a legal basis to question the legality of the Access Request and, if applicable, the prohibition on notification referred to in item 19.1.

19.3. To comply with ANPD and Exporter requests, the Importer must maintain 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 processing is completed, within the technical limits of the activities, with retention authorized only for the following purposes:

- a) Compliance with a legal or regulatory obligation by the Controller;
- b) Research by a Research Entity, ensuring, whenever possible, the anonymization of Personal Data;
- c) Transfer to a third party, provided that the requirements provided in these Clauses and National Legislation are respected; and
- d) Exclusive use by the Controller, with access by third parties prohibited, and provided that the data is anonymized.

20.2. For the purposes of this Clause, processing shall be considered complete when:

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

e) The ANPD determines that there has been a violation of these Clauses or National 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 completion.

21.2. The Parties shall specify in Section III the Security Measures adopted, considering the nature of the processed information, the specific characteristics and purpose of the processing, the current state of technology, and the risks to the rights of the Data Subjects, especially in the case of sensitive data and data of children and adolescents.

21.3. The Parties shall make the necessary efforts to adopt periodic evaluation and review measures to maintain an appropriate 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 data recipient country that prevent it from complying with the obligations assumed under these Clauses.

22.2. In the event of any legal change that alters this situation, the Importer shall immediately notify the Exporter for evaluation of the contract's continuation.

**CLAUSE 23. Non-Compliance with Clauses by the Importer**

23.1. If the safeguards and guarantees provided in these Clauses are violated or if it becomes impossible for the Importer to comply with them, the Exporter shall be notified immediately, except as provided in item 19.1.

23.2. Upon receiving the notification referred to in item 23.1 or verifying the Importer's non-compliance with these Clauses, the Exporter shall take the necessary steps to ensure the protection of the Data Subjects' rights and the compliance of the International Data Transfer with National Legislation and these Clauses, which may include:

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

**CLAUSE 24. Choice of Jurisdiction and Venue**

24.1. These Clauses are governed by Brazilian law, and any disputes between the Parties arising from these Clauses shall be resolved before the competent courts of Brazil, subject to the Parties' choice of forum in Section IV.

24.2. The Data Subjects may bring legal actions against the Exporter or the Importer, at their discretion, 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 disputes arising from these Clauses, provided that the arbitration takes place 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 other aspects, the following areas, as indicated in the box below):

(i) **Governance and supervision of internal processes:**

(ii) **Technical and administrative security measures, including measures to ensure the security of operations such as data collection, transmission, and storage:**

*Section IV - Additional Clauses and Annexes*

**(Note:** This Section, which is optional for completion and disclosure, may include Additional Clauses and Annexes at the discretion of the Parties to address, among other things, commercial issues, contract termination, duration, and choice of forum in Brazil. As provided in the Regulation on International Data Transfers, the Clauses established in this Section or in Linked Contracts may not exclude, modify, or contradict, directly or indirectly, the mandatory clauses provided in Section II.)