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## SCHEDULE H: BRAZIL

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In accordance with the *Lei Geral de Proteção de Dados Pessoais* (“LGPD”), the following terms apply to international transfers of Personal Data:

### 1. Joint Obligations of the Parties

- a. Maintain records of all data transfer processing activities, as required under Article 37 of the LGPD.
- b. Adopt appropriate security, technical, and administrative measures to protect Personal Data from unauthorized access, as well as from destruction, loss, disclosure, or any other harmful or unlawful processing activities (Article 46).
- c. Ensure the security of Personal Data even after the processing activity has ended (Article 47).
- d. Comply with the principles set forth in Article 6 of the LGPD.

### 2. Controller Obligations

The Customer, as *Controller*, shall:

- a. Provide and make available a privacy notice to data subjects.
- b. Identify and document the legal basis for the processing activity involved in the data transfer (Articles 7, 11, and 14).
- c. Prepare a Data Protection Impact Assessment where required (Articles 5(XVII) and 38).
- d. Obtain the freely given, informed, and unambiguous consent of data subjects where consent is relied upon (Articles 5(XVII), 7(I), 8(§2°), and 11(I)).
- e. Inform data subjects when consent is the legal basis and there is any change in the purpose, method, duration of processing, Controller identity, or data-sharing arrangements (Article 8(§6)).
- f. Facilitate access for data subjects to information about data processing, including the Controller’s identity, contact details, and information on data-sharing (Article 9(III)–(V)).
- g. Where legitimate interest is the legal basis, ensure processing is strictly necessary (Article 10(§1)) and adopt transparency measures and balance the interest with data subjects’ rights and freedoms (Article 10(§2)).

- h. Refrain from disclosing or sharing sensitive Personal Data related to health for economic advantage, except where permitted for the provision of health services, pharmaceutical assistance, or healthcare, to enable data portability when requested by the data subject, or for related financial and administrative transactions (Article 11(§4)).
- i. Ensure the exercise of data subject rights and respond to their requests (Article 18(caput) and §§3–4).
- j. Notify the *Autoridade Nacional de Proteção de Dados* (“ANPD”) and affected data subjects in the event of a Personal Data breach that poses a high risk to data subjects (Article 48).

### 3. **Processor Obligations**

42Gears, as *Processor*, shall:

- a. Process Personal Data strictly in accordance with the Controller’s documented instructions (Article 39).
- b. Collaborate with the Controller to fulfill its obligations under the LGPD, in accordance with the principle of good faith (Article 6).