

## SPECIAL CONTRACTUAL CLAUSES

TCP aims to promote the highest ethical values in its own activities, including when choosing its business partners, therefore, it is part of TCP's mission to use its influence and ensure, whenever possible, the promotion and adoption of the best principles, values and goals related to social and environmental responsibility and business ethics.

TCP expects its partners to share and incorporate TCP values and a commitment to integrity to build a lasting business relationship. It is its role to carry out its activities within the principles of ethics and the duties that the law imposes, especially with regard to taking precautionary measures in order to avoid risks, uncertainties and losses for its company, TCP or third parties.

These special clauses are for "COMMERCIAL PARTNERS", which cover all persons and companies that do business and partnerships, whether they are customers, suppliers of goods, service providers or are involved in any other type of contractual relationship with TCP - TERMINAL DE CONÊINERES DE PARANAGUÁ S.A., TCP PARTICIPAÇÕES S.A. and/or TCP LOG S.A.

Acceptance of the conditions described herein is a prerequisite for all contracts signed with TCP. Therefore, when accepting a Purchase Order, entering into a Contract or creating any partnership with TCP, these provisions will automatically be incorporated as part of the Contract and you affirm your commitment to comply with them.

## 4. PROTECTION OF PERSONAL DATA

If, during the performance of their activities, TCP and COMMERCIAL PARTNER share information related to identified or identifiable natural persons ("Personal Data"), the Parties will be considered as controlling such Personal Data and must comply with all the requirements and limits of Law 13.709/2018 ("GDPL"), as well as the provisions below. All terms of this instrument will be those defined in the GDPL.

4.1 In any case, the processing of Personal Data - which includes the sharing of such Personal Data as defined by the GDPL - will observe the purpose of the Contract. In view of this, it is understood that TCP and COMMERCIAL PARTNER will only process data strictly necessary for the accomplishment of their contractual relationship and, under no circumstances, will they request data in an unjustified or irregular manner.

4.1.1 The COMMERCIAL PARTNER declares that it will provide TCP with access to Personal Data only to the extent that TCP justifiably needs it, and that prior to any submission, the COMMERCIAL PARTNER will confirm and/or provide its legal authorization to do so.

4.2 Each Party will be solely responsible for its processing of Personal Data, including the selection of the method and the purposes of processing, and the determination of the applicable legal basis. In case of data processing, the COMMERCIAL PARTNER must guarantee the existence of a valid and secure storage base for the sharing of Personal Data with TCP.

4.3 The COMMERCIAL PARTNER declares and warrants to TCP that these statements and warranties are true, accurate, complete and correct as of this date, and will remain so as long as the relationship with TCP remains in effect:

- a) It has an adequate and effective program for compliance with laws, regulations and any rules applicable to the treatment of Personal Data, including GDPL;
- b) It has a person to act as data supervisor, under the terms of the GDPL, and except in the event of a valid exemption provided for by law or regulation;

- c) Keeps Personal Data confidential and adopts appropriate and effective information security policies and measures, compatible with the applicable Law, for the purpose of the Processing of Personal Data and with the best market standards;
- d) It will not carry out any improper, irregular or illegal treatment, directly and/or indirectly, active and/or passive, of personal data to which you have access due to the execution of any contracts entered into with TCP.
- e) It is fully aware that all Personal Data that is processed, during the term of the relationship between the Parties, are not subject to retention for a period longer than necessary to fulfill its obligations under the contract(s), or as necessary or permitted by applicable law.

4.4 The COMMERCIAL PARTNER during the processing of Personal Data and in case of sharing between COMMERCIAL PARTNER and TCP, undertakes to:

- a) During the processing of Personal Data, observe and comply with all applicable laws at the time of processing, including the GDPR.
- b) To comply, under the terms of the GDPR, with any and all requests made by the holders of Personal Data, in relation to the Personal Data of the holders treated by the COMMERCIAL PARTNER, including, but not limited to: access to the data; correction of incomplete, inaccurate or outdated data; anonymizing, blocking or deleting unnecessary, excessive or treated data in non-compliance with the provisions of the GDPR; portability of the Data to another service or product supplier, upon the express request of the holder and following ANPD regulations; elimination of personal data processed with the consent of the holder except in the cases in which conservation is authorized as provided for in the GDPR;
- c) Provide, upon TCP's request, complete information on its Personal Data Processing practices and policy;
- d) Allow TCP, or a representative duly indicated by it, to have, upon request and at its costs, full and unrestricted access to the technological environment of the BUSINESS PARTNER used in connection with the processing of Personal Data in the form of this Agreement, including, but not limited to, limiting to any system, computer, server, virtual machine, hardware, software or other means or tool used in the treatment of Personal Data in contractual relations with TCP, provided that this does not interfere with any right or obligation of confidentiality or industrial secret of COMMERCIAL PARTNER.
- e) Inform TCP, within three (3) business days of receipt, if and when a holder of Personal Data requests an access, rectification or exclusion, or any other request related to their rights that affects Personal Data processed by TCP regarding the contractual relationships to TCP.
- f) Do not provide Personal Data to third parties, except for operators who will carry out the processing on behalf of one of the Parties, or when permitted by applicable law.

4.5 The access referred to in clause "d" of Clause 4.4 above, will have the purpose of assessing the fulfillment of the obligations provided for in this document and the suitability of the COMMERCIAL PARTNER to the provisions of the Law applicable at the time of the Processing, being certain that the COMMERCIAL PARTNER must cooperate with TCP or its representative in providing access and sufficient information to achieve this purpose, under penalty of bearing the penalties for contractual breach stipulated between the parties.

4.6 If the COMMERCIAL PARTNER becomes aware of any occurrence, concrete or suspected, of loss, misuse, access, destruction, exclusion, communication, modification or other form of unauthorized treatment of Personal Data, or any invasion of its physical or technological infrastructure that allows the performance of such acts, the COMMERCIAL PARTNER will inform TCP, in writing within 24 hours of becoming aware of the fact, and will adopt all measures established in the applicable Law to cease such fact.

4.6.1 Such communication should indicate, at a minimum, the nature of the breach of personal data, including, whenever possible, the categories, the approximate number of holders and the respective breached data, a description of the consequences of the

breach of personal data, as far as reasonably possible, given the circumstances, and the contingency plan taken by the COMMERCIAL PARTNER to address the breach of personal data and repair its consequences.

4.6.2 The COMMERCIAL PARTNER must send TCP biweekly reports showing the effective compliance with the presented contingency plan.

4.7 The COMMERCIAL PARTNER undertakes to indemnify, defend and maintain immune to TCP, its directors, officers, employees, controllers, affiliates, as well as successors and assignees of each one of them (“Indemnifiable Parties”) against any losses and damages, costs, attorneys' fees (and those of other specialists, including experts), judicial deposits, penalties and fines, including in the context of any claims, administrative, judicial or arbitral claims and claims against Indemnifiable Parties filed by the Personal Data holders, by the Governmental Authority, or by any third parties (“Losses”) that result, directly or indirectly, from: (i) any falsehood, omission, error, incompleteness, violation or inaccuracy in the declarations and guarantees provided by the COMMERCIAL PARTNER in this document with respect to the processing of Personal Data (ii) non-compliance with any obligation in relation to the processing of Personal Data provided in this document or stipulated separately by the parties, and/or (iii) any willful or guilty act or omission by the BUSINESS PARTNER that fails to comply with the law applicable to the protection of Personal Data.

4.7.1 The right of indemnification by the Indemnifiable Parties set forth above shall in no way be limited by reason of (i) any statement contained in this document, Contract and/or its annexes; (ii) carrying out inspection or audit, in particular the rights provided for in Clauses 4.4 or in the Contract.

4.8 The COMMERCIAL PARTNER declares itself aware, qualified and prepared to immediately comply with the terms and conditions set forth in this instrument.

4.9 Any breach of the obligations, declarations and warranties stipulated in this document will be considered a serious breach of the contract, so that TCP may, depending on the severity and at its sole discretion: i) issue guidelines or notice of infringement and request action plans; ii) suspend/paralyze/interdict activities with cause until satisfactory regularization, including, in this case, with payment retention and regardless of compliance with the schedule of activities in progress; iii) or terminate any Contracts on a motivated basis, in all cases without prejudice to contractual penalties and possible losses and damages.

Any questions, doubts, treatment conditions, incidents, related to Personal Data arising from the contractual relationship(s) between the Parties must be promptly communicated between the parties by their DPOs ([dpo@tcp.com.br](mailto:dpo@tcp.com.br)).

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**TCP – TERMINAL DE CONTÊINERES DE PARANAGUÁ S.A.**

Version 01 - December 2020.