

EXHIBIT A FOR SOUTH AMERICA - Addendum to the Global General Terms and Conditions

The Global General Terms and Conditions (“GGTC”) as modified by this Exhibit A shall collectively be referred to as the “General Terms and Conditions”. To the extent this Exhibit A conflicts or is inconsistent with the GGTCs, this Exhibit A shall control. Capitalized terms used herein (i) shall have the meaning ascribed to them herein and (ii) those not defined herein shall have the meaning set forth in the GGTCs.

1. Complement to Section 4 – Service and Replacement Parts

The Goods must be delivered by Seller within 15 (fifteen) days of the Buyer request and exceptional cases must be negotiated between the Parties.

During the time frame defined in Section 4 of the GGTC - Service and Replacement Parts, any intervention or modification by the Seller in tools of Seller's Property used to manufacture the Goods must be preceded by the prior written consent of Buyer by way of its replacement parts area, to ensure regular supply to the Dealership Network/Authorized Service Providers for up to 15 years or for the statutory time frame.

1 If Seller modifies the tool in this regard for this provision, Seller shall repair or build a new tool at its expense to manufacture products intended for the replacement parts market.

2 Seller shall not, under any circumstance, make changes to the items of Codesign that are the subject matter of its supply without Buyer's prior consent, which, by way of its replacement parts area, will set out the components and the time frame during which these items shall remain in production so as to ensure regular supply to the Dealership Network/Authorized Service Providers in their original technical version.

3 Upon the request of Buyer, Seller shall prepare literature on the available services and other materials at no additional cost to support Buyer's sales of replacement parts and services.

Seller shall provide to Buyer within a reasonable time prior to commencement of delivery of the Goods: (i) information and technical cooperation necessary to enable Buyer to establish detailed technical specifications for replacement parts, identify the sub-components of the Goods and apply diagnostic processes and repair cycles; and (ii) the repair and diagnostic procedures required to maintain the Goods.

Considering that some Goods are comprised of sub-components and subsystems produced by sub-suppliers (Tier 2) using Buyer Tooling, the Seller (Tier 1) authorizes such sub-suppliers (Tier 2) to provide Buyer directly with such parts and subsystems when intended for use service and replacement parts market.

2. Complement to Section 7 - Changes

Irrespective of the party requesting the change, the price resulting from such change shall only be set by mutual written agreement between Seller and Buyer within a reasonable timeframe, whatever the applicable suppletive legal provision may be. The price change agreed between the parties shall not be effective later than the day the change is effectively implemented.

3. Complement to Section 11 - Compliance with Applicable Requirements; Ingredients Disclosure; Special Warnings and Instructions

Each shipment of the first batch of Goods containing alterations of design, modified with D.L.M (Date of Last Modification) or with new numbers of designs, must be duly identified and intended to Buyer's appropriate area, for proper inspection and release.

On no account may the first batches of new Goods or modified Goods be sent directly to the assembly lines. Failing that, Seller shall be held liable by Buyer for inadequate use of a batch of modified Goods without proper identification, in accordance with recommendations set forth in the respective Contract.

These batches shall be accompanied by the respective CQC (Conformity Quality Certificate), with dimensional control, raw material, and other evidence of qualification.

Upon shipment of the batches of modified Goods, Seller shall inform Buyer electronically the invoice number, date of issue, quantity shipped, identification of the Goods, number of new DUM and respective evidence of approval by the Buyer.

Any information on modification must be recorded on the invoice and on the Good identification tag.

4. Complement to Section 14 – Price and Payment

To start price negotiations, Seller shall present cost Breakdowns to Buyer, in compliance with the documents issued by Buyer and delivered to the Seller during the pricing phase.

Buyer makes its payments only on Mondays (working days) of each week, so if installment maturities do not coincide with Monday, they will be postponed without any charge to the next Monday (working day) after the original maturity, or other date if Buyer changes its financial calendar.

At its discretion, Buyer may use the Breakdowns to approve and fix the initial prices and future alterations that may include possible changes to the process, the Goods and the cost factors that affect the prices.

Seller shall not issue negotiable instruments against Buyer, nor negotiate them with third parties such as banks, financial institutions, factors, among others, without Buyer's prior express written consent. The Parties shall not bind the Contract to transactions of any nature that the Seller and/or Buyer should come to assume vis-à-vis third parties, under penalty of damages arising from such transactions, in addition to the other rights provided for in these General Purchasing Conditions and in the respective Contract.

Buyer, without waiver or limitation of any rights or remedies, may at any time and without notice deduct, set-off, or recoup Seller's claims for money due or to become due from Buyer against any claims that Buyer has or may have arising out of this or any other transaction between Buyer and Seller.

The "Buyer Parties" assign to each other the right to payment from Seller and each of its affiliates, and the Buyer Parties are entitled to set off and collect each amount owed from Seller or its affiliates to the Buyer Parties.

Upon Seller's request, Buyer will substantiate the basis for any deduction, set-off, or recoupment within fifteen (15) days of such request or within such other period as may be agreed upon by the Parties.

5. Complement to Clause 22 – Insurance

In addition to Insurance Section, Seller, at its own cost and expense, will procure and maintain in force during the Term occurrence-based insurance with insurance companies that maintain an A.M. Best Rating of A- or greater (or equivalent rating provided by comparable rating agencies) and with at least the following coverages provided:

- i. Commercial General Liability insurance covering bodily injury and property damage, including Personal Injury, Employer's Liability, Goods and Completed Operations (including removal and replacements costs, third party recall costs) with minimum limits of at least two million US dollar (US\$2,000,000.00) for any claim arising out of a single occurrence;
- ii. Comprehensive Automobile Liability insurance, including Hired, Owned or Non-Owned vehicles, with bodily injury, including death and property damages, with minimum limits of at least one hundred thousand US dollars (US\$100,000.00) per accident;
- iii. All-Risk insurance covering all physical assets of Seller and all physical assets (including stock) of Buyer in Seller's possession or control, including real and personal property or any kind of improvements subject to full replacement / reconstruction costs;

6. Technical Information

If the performance of a Contract should require Seller to use technical information, Seller shall use the technical information solely to perform the Contract. This will not result in the acquisition of any rights arising out of the technical information, except for the rights to use said information to perform its obligations vis-à-vis Buyer.

Whenever improvements or inventions made by Seller during the term of a Contract cannot be used independently of the technical information, Seller, upon Buyer's request, shall grant Buyer a free, non-exclusive license to manufacture, directly or through third parties, the products containing such inventions, and sell them in any part of the world, for a limited time (except for the final term of patent protection, if the inventions are patented).

With respect to the technical information, Seller shall, during or after the expiration or termination of a Contract: (i) maintain, identify, and consider the information as property of Buyer; (ii) keep the information confidential, without reproduce or copying it, except as otherwise authorized in writing by Buyer, and not transmit or disclose it to third parties; and (iii) return it to Buyer, upon request.

Seller shall require that any third party to whom Seller must make the technical information available due to the performance of a Supply Contract comply with the obligations set forth above.

7. Competitiveness

During the term of the Contract, Seller shall: (i) maintain benchmark levels of Good Supply competitiveness requirements in terms of quality, price, financial resources, services, reliability, time-to-market, technical/technological levels and innovations, and (ii) cooperate with Buyer to take all possible steps to reduce Buyer's costs in performing the Contract.

Buyer has the right to check if the Good competitiveness requirements mentioned in the previous item are ensured by Seller, and are consistent with competitors' prices.

If Buyer determines that the Good is not competitive, Buyer may notify Seller in writing, and inform the best offer received for the Supply of the Good. Seller has the right to, within 30 (thirty) days from the receipt date, to offer the same conditions as those offered to Buyer. If Seller refuses to do so, Buyer has the right to terminate the Contract, upon 30 (thirty) days written notice, in which case Seller is not entitled to claim for damages or any compensation for costs, losses or expenses of any kind.

8. Codesign

The Codesign Seller shall comply with all obligations provided in the applicable Buyer's Regulations.

- i. For Vehicle Goods, the Codesign partnership starts at the Good formulation and development phase, with emphasis on dimensional measurement, "Target Setting", "Response Plan", "Development Step 0 to 5", "Design Virtual Validation", "Verifica Progetto" and "Delibera Attrezzare/Tooling kick off". Buyer shall make all necessary information available to Seller.
- ii. For Powetrain Goods, the Codesign partnership starts at the Good formulation and development phase, with emphasis on dimensional measurement, "Target Setting", "Response Plan", Development Alpha with Feasibility of Development Concept", "Project Verification and Validation e and PPAP approval (PSW), "Step Three Development with Virtual Loopings", "Verifica Progetto" and "Delibera Attrezzare". Buyer shall make all necessary information available to Seller.
- iii. The Technical Documentation will set out the constructive documenting of details (Buyer's quota setting, materials section and their specifications, regulations, and "capitolato"). Therefore, 2D and 3D designs to be prepared by Seller shall comply with Buyer's procedures, including the use of Buyer-recommended software.
- iv. Seller shall deliver all final Technical Documentation to Buyer, within the agreed deadlines, along with support paperwork (FMEA calculations, numbers, and others) in accordance with Buyer's norms and standards, which may be used by Buyer at any moment, including in respect of other suppliers.
- v. Seller shall not, under any circumstances, apply any innovative technical solution arising from a Codesign agreement for patent or industrial intellectual property, nor keep such solutions as a business and/or technological secret. Exceptions shall be agreed by the Parties.
- vi. The Codesign Seller shall include in its design a table or other resource that clearly specifies the spare parts and respective codes, with blank spaces for Buyer's corresponding codes, so that both Buyer and Seller will be able to properly identify the components and make use of such components in logistic and commercial processes.
- vii. To define the spare components intended for the supply of Dealers' Networks, Seller shall comply with all Buyer's requirements for detachments or formation of kits, unless Seller proves the technical impracticality of such options.

Upon express Buyer's request, Seller shall:

- i. manufacture the Goods through a designated entity, in the countries where Buyer is legally established;
- ii. for production in foreign countries, enter into agreement with the assigned local entity, on equal terms, by which the Seller shall offer technical assistance services and know-how to allow the entity to manufacture the Goods with the required quality and reliability, at competitive prices in the international market;
- iii. If Seller is not able to perform the aforementioned obligation, the Seller shall, as agreed by the Parties, authorize Buyer to sublicense the production technology, without consideration, to allow third parties or licensees to manufacture Goods according to the technical project under this Agreement and meet the demands of Buyer and/or its licensees.

Seller warrants that the development of any Codesign Goods, whether component, subsystem or system, will be adequate and sufficient for the specific purposes intended by Buyer.

Seller warrants that Goods (i) will comply with all performance standards and specifications, including, without limitation, drawings, descriptions or samples, provided and / or specified by Buyer, (ii) are marketable, and (iii) are free from defects in material and workmanship.

Seller further warrants that to the extent that it designs any Good or Buyer relies on Seller's experience in any aspect of Good design, such Goods will be adequate and sufficient for its intended purpose.

The qualification carried out according to the Engineering Validation Plan established or the tests performed by Buyer does not, under any circumstances, diminish the Seller's responsibility regarding the application, quality and reliability of the

9. Liability

If, at any time (before or after the expiration of the after-sales warranty), final users, third parties or authorities complain to Buyer about a non-compliance with Regulatory Standards concerning safety, health, environment and/or manufacturing and/or homologation due to alleged defects caused by the Goods assembled or installed in the Vehicles, Seller shall keep Buyer

indemnified and harmless from any damage, loss, expenses and costs arising out of or in connection with any suit or claim (including those related to personal injuries and death) filed against Buyer, without prejudice to Seller's own liability to the damaged third party and the authorities, where applicable.

10. Recall Campaigns

If, at any time, Buyer chooses to carry out a recall campaign on Vehicles in order to replace or repair Goods having a defect that could possibly affect the safety or reliability of the Vehicles and/or users and third parties or, in any case, their compliance with Regulatory Standards, Seller shall (i) provide Buyer, with utmost urgency, with the Goods required to perform the recall campaign, at no extra charge or burden for Buyer and without suspending or postponing the delivery programs concerning the normal supply of Goods, and (ii) reimburse Buyer for all costs for the purchase, handling, packaging, shipping and transport Goods to be replaced, as well as with costs for the operations required to replace and/or repair the Goods and to identify the Vehicles involved in the recall campaign, together with advertising costs and any other cost incurred in connection with the carrying out of said campaign.

11. Service Campaigns

Seller shall reimburse Buyer for all costs incurred in order to remove any defect from Goods that does not affect the safety of the Vehicles or their compliance with Regulatory Standards and that is considered unacceptable to Buyer due to their relevance and/or frequency according to the clients' satisfaction standards considered by automotive industry, if such defect is detected: (i) during Vehicles' Warranty period, but effective beyond expiration of the warranty period; or (ii) in 2 (two) years after expiration of the warranty period if such defect affects the reliability of the Vehicle and, due to its technical characteristics, cannot be found during the warranty period. In such case, Buyer, seeking to eliminate the defect, may choose to carry out a Service Campaign, informing the end client or not, or repair the Vehicle upon the end client's complaint.

12. Labor Aspects

Seller undertakes on its own behalf and on behalf of its agents, when carrying out activities at Buyer's facilities under a Contract, to comply with all labor, Social Security, and workplace safety laws and regulations, in addition to Buyer's internal regulations, of which Seller is cognizant.

Seller shall ensure that any subcontractors or third parties related to or involved in the performance of the activities under a Contract will comply with the aforementioned regulations and laws.

Upon receiving a summons to appear in court or before an administrative tribunal on account of a claim filed by an employee, ex-employee, intern or former intern of the Seller or of companies contracted with the Seller, Buyer shall estimate the possible award of damages and after notifying Seller, Buyer shall withhold the corresponding amount as security deposit against the actual award of damages, deducting it from amounts due to Seller.

- i. The security deposit shall be returned to Seller after proof of final settlement between Seller and the claimant and no further risk exists to Buyer.
- ii. If the security deposit exceeds 10% of Seller's monthly sales revenue to Buyer, the full amount of the security deposit shall be withheld in consecutive monthly payments not to exceed 10% of the total sales revenue of Seller before Buyer, for as long as it takes until the full amount of the security deposit is complete.
- iii. If there are no amounts to be withheld, Buyer may resort to any lawful method to ensure that Seller will pay the claimant directly and/or reimburses Buyer for expenses incurred and payments made.

If the activities are performed at the facilities of Buyer under a Contract, Seller undertakes to agree to any and all decision by Buyer regarding the substitution of employees working in Buyer's facilities whenever, within the sole judgement of Buyer, an employee is no longer desirable.

13. Environmental Aspects and Workplace Safety

During the term of a Contract, Seller shall:

- i. have a valid Operating License (OL) and annually present to Buyer a certified copy thereof as well as copies of other pertinent authorizations, pursuant to the activity under the contract. If Seller's activity is not required to have an environmental license, Seller shall present to Buyer a certificate of discharge issued by the competent environmental authority;
- ii. inform Buyer of any subpoenas and/or notices of deficiency, suspension of its activities, cancellation of licenses or authorizations by environmental bodies, or any other relevant fact that may cause any type of alteration or change to the status and/or conditions of its environmental licenses or authorizations;
- iii. inform Buyer of any environmental accident or damage arising out of the performance of a Contract. The information does not relieve Seller from its civil, administrative, and criminal liability, nor does it relieve Seller from its obligation to take immediately all the steps required in law to mitigate damage caused to the environment and to third parties;

- iv. in relation to Brazilian Buyers, maintain an updated Federal Technical Cadaster (Cadastro Técnico Federal CTF) with the Brazilian Institute for the Environment and Natural Resources (IBAMA) for the activity, issuing, upon the execution of a Contract with Buyer and annually, during the term of the contract, a copy of the Certificate of Compliance (CR) issued by IBAMA. In relation to Argentine Buyers, and keep the records up to date with the Argentine environmental authorities in cases that are required by law;
- v. abide by the rules and regulations of Buyer and applicable Workplace, Health and Safety Regulations, as well as environmental regulations and those of the fire brigade on federal, state, and local levels, without limitation to the foregoing, whether at Seller's facilities or Buyer's facilities or anywhere else;
- vi. adequately collect, transport, store, treat, and dispose of the waste and effluents generated from its activities, in addition to materials and utensils that are not suitable for use, in compliance with the procedures of Buyer's Environmental and Energy Management System and with strict compliance with applicable laws, being liable for any loss or damage caused to Buyer, to the environment and to third parties, indemnifying Buyer against any illegality or penalty arising out of any environmental mismanagement;
- vii. in relation to Brazilian Buyers, maintain its vehicles duly serviced, avoiding oil leaks and emissions above statutory caps, pursuant to Regulation 85 of Ibama, of October 17th, 1996. These vehicles may be inspected by Buyer, and Seller shall indemnify Buyer against any penalty Imposed on it due to non-compliance of these vehicles with applicable laws;
- viii. provide for all its employees and agents individual and collective protection gear as needed to develop and execute the activities, according to the type of the risks involved and duly approved by the Labor Ministry, ensuring correct use of such safety equipment by its employees and agents.
- ix. in relation to Brazilian Buyers, comply with all relevant legal requirements related to its activities, such as environmental licensing, legal requirements for transportation of hazardous products such as CONAMA 237/97, IBAMA's Ordinance 85/96, Ordinance MT 204/97, Decree 96.044/88, the European guidelines 9.01102 - Quality of Supply, 9.01107 - Use of the IMDS System - Heavy Metals, 2000/53/CE, INMETRO's Ordinance 10/06 and any other legal requirement applicable now or in the future.

14. Confidentiality, No Advertising

Seller, whether acting in its own interest or in the interest of third parties, shall not advertise the Supplies and/or the commercial relationships it maintains or will maintain with Buyer. A Party's advertising campaign, release, or publication by any medium may only mention the other Parties name or trademark with that Party's prior written consent.

In exceptional cases, with the prior written consent of Buyer granted under Buyer's discretion, Seller shall abide by the advertising modalities and the regulations and conditions that the authorizations so determine. Seller shall maintain confidential any information provided by Buyer.

Any information in oral or written form disclosed to Seller shall be considered Confidential Information, whether or not it is tagged "Confidential", comprising all written, verbal, or other information, tangible or intangible including, but not limited to, documents, device and/or detail, weather technical or commercial, be it informative, illustrative, photographic, technical or commercial specifications, know-how, techniques, design, specifications, drawings, diagrams, copies, formulas, samples, flow charts, tables, templates, sketches, photographs, blueprints, software, disks, diskettes, tapes, contracts, business plans, projects, processes, product concepts, prices, costs, definitions, marketing information, inventions, ideas, other technical, commercial, or financial information, inter alia, whether directly or indirectly received from, belonging or pertaining to Buyer or third parties.

Seller shall not disclose, use, or spread the confidential information, in whole or in part, nor use or supply knowledge by any means, reproduction, and/or use for any purpose other than that for which the confidential information was disclosed, without the prior written consent of Buyer.

The obligation under this clause does not apply to Seller and its employees only. It also applies to its managers, agents and partners, representatives of any kind, contractors and subcontractors. Seller shall ensure that the confidential information is restricted to officers, employees and/or agents that are directly involved in discussing, analyzing, conducting meetings and businesses, and shall cause them to be expressly aware of the confidential character of the information and the obligation hereunder.

During the term of a Contract and for five years after expiration or termination thereof, Seller shall maintain and preserve the Confidential Information and shall not allow third parties to have access to, publicize, or disclose the Confidential Information, even partially, at any time, without the prior written consent of Buyer.

None of the following is considered confidential information if:

- i. It is public domain or was public domain at the time of disclosure or after disclosure, except if the disclosure results from the Seller's act or omission;
- ii. It becomes public domain after it's disclosure by third parties, not privy to the contract between Buyer and Seller, and outside of the scope of a Contract;
- iii. It is required to be disclosed by Seller on account of an order issued by a governmental agency or court of law with jurisdiction over Seller to the extent of the order only, and provided that: (i) the information is bundled and/or presented

- in a summarized format and (ii) it is provided after the Seller has previously notified Buyer in writing of the existence of that order, giving Buyer ample time to seek any applicable relief;
- iv. It was received from third parties who are not privy to this agreement.

Upon expiration of a Contract, all confidential information shall be returned to Buyer. Seller shall not keep any copy or reproduction in whole or in part without the prior written consent of Buyer.

Seller acknowledges that any breach of this confidentiality undertaking will materially affect Buyer and subject Seller to pay damages for any loss arising out of the unauthorized disclosure of the Confidential Information, without prejudice to any criminal and labor sanctions.

In addition to the applicable statutory sanctions, Seller acknowledges that Buyer may enforce this obligation in court through specific equitable relief to impede the breach or its effects.

15. Force Majeure

Neither of the Parties shall be held liable for any delays or failures to perform the obligations under this Agreement, if performance is hindered by Force Majeure, which is understood as a circumstance beyond the control of the Parties, which prevents full or partial performance of the obligations under this Agreement by the affected Party or Parties. These events include, among others, fires, explosions, floods, natural events, acts of public enemies, sabotage, wars, riots, civil of political commotions, and interference by military authorities, or export or import prohibitions.

In the event of Force Majeure, the term set for the affected Parties to perform their obligations shall be extended or suspended for as long as the event or circumstance in point lasts, without any liability to the involved Parties, provided that the most affected Party promptly notifies the other Party, in writing or via email or fax, and submits the relevant documents that confirm the event that caused the referred Force Majeure. A Party shall not be held liable towards the other Party for losses caused as a result of a Force Majeure event. In the event of Force Majeure, the Parties shall contact one another to find a common solution and use all efforts to minimize the consequences of this Force Majeure event.

As soon as reasonably possible, once the Force Majeure event has ended, the affected Party shall notify the other Party, in writing, of this fact and that it shall resume performance of the obligations under this Agreement.

16. Term and Termination

16.1 Term of the Contract

The term of supply of the Goods (hereafter the "Term") shall be set forth in the Contract, if not open ended.

Buyer may, at its sole option and without liability to Seller, postpone the commencement of the Term or the expiry of the Term and will inform Seller of such decision in writing as soon as possible prior to the originally planned beginning or end of such Term. Buyer and Seller shall meet in order to discuss the consequences of this postponement.

16.2 Termination for Cause

In the event of breach of any of its contractual obligations by either Party set forth in the Contract (including, for the sake of clarity and by way of example, non-compliance with dates, milestones or timescales, non-compliance of the goods and/or services with criteria as defined anywhere in the Contract and documents of any kind being integrated part of it, non-achievement of contractual quantitative and/or qualitative performances, repeated and groundless non-payment of ordered and delivered goods or performed services, repudiation of Purchase Order), the other Party may, notwithstanding any damages or losses that it is entitled to claim, fully or partially terminate, in writing or in sufficient form according applicable jurisdiction, the Contract and/or Purchase Order(s), after notice of default remaining without cure for fifteen (15) days or as otherwise specified in the notice, or effective immediately by notice in writing in case of breach or failure to fully any of the obligations under Section 19 "Intellectual Property Rights" of the General Terms and Conditions, Section 14 "Confidentiality, No advertising" of this Exhibit A, Stellantis N.V. group Global Responsible Purchasing Guidelines and/or Policies. Upon receipt of termination notice, Seller shall stop working on the date mentioned in the notice.

In the event the any Purchase Order(s) has/have been terminated by Buyer, it being understood that Buyer may take all measures that it deems appropriate, including the right to take out new orders with another supplier of its choice for performance of any Purchase Order(s).

Seller shall promptly, no later than 15 (fifteen) days before the target signing of the Seller transaction, notify Buyer in writing of any direct or indirect change of control of Seller, included any transfer of control to a third party, at whatsoever title and kind of the ownership and/or management of the business activities related to the performance of the Supply by providing any details concerning the identity (i.e, hedge funds) locations and legal seats, the type of activity and the technical, industrial and financial capacity of the potential purchaser (hereinafter the "Assignee").

Should such change occurs without Buyer's written consent, Buyer shall be entitled to terminate without liability to Seller any Supply Contract, if one of the following conditions occur: (i) the Assignee is a competitor of the Buyer; (ii) The Assignee is a black listed company or hedge fund, (iii) the Assignee does not have, a Buyer's reasonable discretion, the ethical, professional

requirements and/or the technical, industrial and financial capabilities suitable to perform any supply relationships with the Purchaser, provided that Buyer grant Seller a notice period, in any case not less than 60 (sixty) days starting from the receipt of the notification sent by the Seller.

16.3 Termination for Convenience by Buyer

Buyer may, at its option, terminate all or any part of this Contract before the expiration of the Term, at any time (including before the starting of production) and for any reason, by giving written notice to Seller in compliance with applicable laws.

In the event Buyer exercises its right to terminate for convenience under this Section, Buyer will pay to Seller only the following amounts, without duplication: (i) the Contract price for all Goods that have been ordered through a Firm Order and completed in accordance with this Contract and not previously paid for; and (ii) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the Goods under Firm Purchase Order related to this Contract, to the extent such costs are reasonable in amount and are in accordance with supply chain requirements of Buyer, as amended from time to time.

Buyer undertakes to discuss in good faith costs incurred by Seller (i) in relation to specific investments (other than defined below in (ii)) strictly required for the execution of the Contract exclusively for Buyer's needs and the goods to be supplied to Buyer, not previously paid by Buyer and that cannot be used or adapted for other needs or be assigned to another purpose, and/or (ii) for the development of the goods and/or Buyer Owned Tools effectively completed, clearly identified in the Contract and not already amortized under the Contract.

For the sake of clarification, all and any other costs in relation to or in connection with this termination are excluded (such as but not limited to general and administrative burden charges, overhead, labor, facilities, capital equipment or loss of anticipated profit).

Any request for payment submitted to Buyer by Seller under this Section must include sufficient supporting data to permit an audit by Buyer, including, without limitation, such supplemental and supporting information whether from Seller or its subcontractors. Any payment under this Section will not be deemed a waiver of any of Buyer's other rights arising under this Contract or applicable law.

The payment specified in this Section is Seller's sole remedy for termination of this Contract under this Section. Seller shall be under a general obligation to mitigate amounts claimed under this Section. Any exclusions or limitations of claims or cost positions shall also apply in case Buyer reduces the scope of applications or number of programs in which goods supplied by Seller will be used for.

16.4 Termination for Convenience by Seller

Seller may, at its sole option, terminate all or any part of this Contract, provided that such termination right may only be exercised after start of production has occurred and subject to a lead time of twenty-four (24) months always effectively on July first of each calendar year in writing. Seller shall take any and all necessary measures to prevent an adverse impact in the supply chain of Buyer and the customers of Buyer in its supply chain. In such event, Buyer may take all measures that it deems appropriate, including the right to take out new orders with another supplier of its choice for performance of any order(s), and Seller shall provide all assistance reasonably required by Buyer to ensure seamless transition to Buyer or any replacement supplier and cooperate with such other supplier to mitigate detrimental effects for Buyer. On request of Buyer, Seller shall promptly hand over any assets being owned or in relation to Seller under the legal control of Buyer including but not limited to tooling and whether located at Seller or at any third party to Buyer or any third party as instructed by Buyer.

16.5 Consequences of the termination of the Contract

Should Seller decide to terminate all or any part of the Contract towards a Buyer, the Contract shall be considered terminated towards such Buyer only. Therefore, the Contract shall remain valid between Seller and the other Buyers (if any).

In case of termination, in all or any part of the Contract, whatever the reason of the termination, in addition to the provisions provided for in the Contract, Buyer may request from Seller, in its sole discretion, to promptly: (i) cooperate with Buyer to avoid interruption in Buyer's Vehicle production while the manufacturing of the Good is transferred to a different supplier; (ii) transfer the ownership and property of any non-delivered Goods, specific Seller's tools used in the manufacturing of a Good, works-in-progress and raw materials that Buyer has agreed on the purchase or required purchased from Seller; (iii) return or destroy all Buyer's property in its possession or at subcontractor's location; (iv) provide, in complete and most-updated version, any information or documents relating to the goods and services as remained in the possession or control of Seller, which are necessary to Buyer to exercise its rights under the Contract; (v) assist in any transition services under the conditions agreed by the Parties; (vi) provide a recovery period of maximum 6 months after termination of the Contract during which the supply of goods and services shall continue under the terms and conditions of the Contract.

In case of termination for cause (breach of Seller), Seller shall as necessary grant Buyer a non-exclusive worldwide, paid-up irrevocable license under any intellectual property of Seller that is incorporated into or used to make or design the Good and/or the Buyer Owned Tools, to make, have made, sell, offer to sale, import or export or modify such Good and/or Buyer Owned Tools for the life of the applicable vehicle, including any service parts.

17. Survival of obligations

The obligations set forth in the Contract that expressly contemplate performance subsequent to expiry or termination of the Contract or which by their nature should survive the expiry or termination of the Contract, shall so survive.

18. Code of Conduct

Seller acknowledges and fully complies with the rules set forth in Stellantis's Code of Conduct, available at "<https://www.stellantis.com/en/group/governance/code-of-conduct>" as well as the relevant anti-corruption and antitrust laws, especially but not limited to Brazilian (Law n°. 12,846 of 2013) and Argentinian anti-corruption laws (Anti-Corruption Laws") and Brazilian (Law n°. 12,529/11) and Argentinian antitrust laws ("Antitrust Laws"), and abstains from any activity that constitutes a violation of the Conduct Code, Anti-Corruption and Antitrust Laws. Seller undertakes to carry out commercial practices in a sustainable and ethical manner, in compliance with the Conduct Code and Anti-Corruption Laws.

Seller represents on behalf of itself and on behalf of its suppliers that, (i) it does not have employees, partners, administrators and/or agents of any kind that hold and/or that may come to hold Public office of any kind and on any governmental level during the term of a Contract, or an employee of a political party in the country where the activities in connection with a supply agreement are performed; (ii) It is fully aware that any fact or act that is capable of changing the scenario provided for an item "(i)" such as, but not limited to, any appointment of employees, partners, administrators and/or representatives of any kind to public office, as well as the occurrence of any facts or acts that go against the provisions of the Anti-corruption Laws Must be immediately informed to Buyer; (iii) has implemented or shall implement, for the duration of a Supply Agreement, a training program focused on the prevention, detection, and deterrence of violations of Anti-corruption Laws and on full compliance with the Contract.

Buyer may, at its discretion, audit any Seller's books, accounts, records, invoices and any other documents, as well as carry out any inspection together with the Seller and/or sub-suppliers, to ensure compliance with the Conduct Code and Anti-corruption Laws by the Seller, without any prejudice to the Seller's obligations towards Buyer, third parties and/or relevant authorities.

Non-compliance with any relevant Anti-corruption Laws or the Conduct Code by the Seller or its sub-suppliers, apart from the termination events provided for in this Agreement or the law, shall constitute a material breach of a Contract and entitle Buyer the right to terminate this Agreement. In this event, the Seller is obliged to relieve Buyer from any actions, losses and damages arising from such breaching. The Seller shall indemnify Buyer against any damage arising from the non-compliance with the provision of this Clause, and Buyer may withhold any payment or compensation payable or to the Seller, under the terms of a Contract.

19. Governing Law, Jurisdiction and place of Performance

The Contract and any claims, action or proceedings relating to the goods or services provided under the Contract will be governed by the laws of the Buyer head office, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980), as amended, and any conflict of law provisions that would require application of another choice of law.

In case the Parties fail to settle amicably any dispute relating to the interpretation and performance of the Contract within thirty (30) days of the first notice of the dispute by any Party, each Party may refer the dispute to the exclusive jurisdiction of the National Commercial Courts of Buenos Aires in relation to Argentine Buyers and the courts of the city of São Paulo in relation to Brazilian Buyers.

20. Personal Data Protection

The Parties, by mutual agreement, submit to the fulfillment of the duties and obligations regarding the protection of Personal Data and commit to process the Personal Data* collected under this Contract, if any, in accordance with the applicable legislation in force, including, but not limited to the Brazilian Law Nn° 12,965, of April 23, 2014 and Brazilian Decree N°. 8,771, of May 11, 2016 ("Internet Act"), Brazilian Law N°. 13,709, of August 14, 2018 ("General Data Protection Law" or "LGPD"), and to the Argentinian Law 26653 "LPDP", Argentinian Disp 7/2010, Argentinian Dec Reg 1558/2011 and concomitants laws as applicable. The Parties shall also ensure that their employees, agents and subcontractors comply with the provisions of the relevant laws related to data protection, including but not limited to the LGPD or LPDP for Argentina. * Personal Data as defined in Brazilian General Data Protection Act (Brazilian Federal Law n° 13.709/18) and in LPDP for Argentina.

In case of personal data processing:

- a) due to Personal Data transfer by Controller to Processor, which shall process the Personal Data for the Controller benefit, according to Attachments I and I.1 of these General Conditions, the purpose and other rules of the Personal Data Processing which shall be observed by the Processor.
- b) when both Parties recognize and agree that, with respect to the Personal Data Treatment, each Party acts as Controller in relation to such Data Processing and it is not intended that any Party act as Processor, the Parties shall observe and act according Attachments I and I.2 of these General Conditions;

The Parties, in compliance with the obligations established herein, undertake to:

- a) each Party shall ensure that any Personal Data it provides to the other Party has been obtained in accordance with the LGPD or LPDP for Argentina and shall take the necessary steps, including, without limitation, providing information, sending notices and including information in its applicable Privacy Policies and other documents, and obtaining the

consent of the Data Subjects of the Personal Data, where applicable, to ensure that the other Party has the right to process such Personal Data;

- b) each Party shall use reasonable efforts to ensure that any Personal Data it provides to the other Party is accurate and updated;
- c) if either Party receives a complaint, consultation or request from a Data Subject regarding the processing of Personal Data (including, without limitation, any request for access, rectification, deletion, portability or restriction of handling of Personal Data) in accordance with Section 18 of the LGPD or LPDP for Argentina and, should the assistance of the other Party be necessary to respond to the complaint, consultation and/or request, that Party shall notify the other Party within five (5) business days. In this case, the notified Party shall cooperate with the notifying Party;
- d) each Party shall be individually responsible for the fulfilment of its obligations under the LGPD or LPDP for Argentina and any subsequent regulations issued by a competent regulatory authority;
- e) each Party commits to comply with the rules set out in the LGPD or LPDP for Argentina whenever the transfer of Personal Data outside the Brazilian or Argentinian territory takes place;
- f) each Party commits to keep Personal Data confidential by taking technical and administrative measures to protect Personal Data against unauthorized access and accidental or unlawful destruction, loss, alteration, disclosure or dissemination ("Unauthorized Processing or Incident");
- g) each Party shall notify the other Party in writing within 72 hours of any unauthorized Processing or Incident or breach of the provisions of this Clause, or if any such notification, complaint, consultation or request is made by a regulatory authority due to the processing of Personal Data relating to this Contract. Such notification shall contain at least:
 - i. the description of the nature of the personal data affected;
 - ii. information regarding the Data Subjects involved;
 - iii. information on the technical and security measures used for data protection;
 - iv. the risks related to the incident;
 - v. the reasons for the delay, if the communication was not immediate; and
 - vi. the measures that have been or will be taken to reverse or mitigate the effects of the damage caused.
- h) in the event of a notification under the terms of this Clause, the Parties shall act in cooperation and shall provide mutual assistance.
- i) in the event of termination of this Contract and in the absence of any legal basis for processing the Personal Data provided for in the LGPD or LPDP for Argentina the Parties commit to eliminate from their records and systems all Personal Data to which they have access or which they may come to know or have knowledge as a result of the services provided for in the Contract, being responsible for any damage caused to the other Party or to any third party; and
- j) all provisions of this clause shall be observed, mutatis mutandis, with respect to the provisions of international laws concerning the protection of personal data, where such laws are applicable to the services provided through this Contract.

Accountability to Authorities. Without prejudice to the provisions of item "i" above, the Parties are liable to the competent authorities for their own acts and omissions that caused the non-compliance with the applicable laws and regulations.

Liability and Indemnification

The Parties agree that the Data Subject(s) who suffer damage as a result of failure to comply with the obligations set forth in this Agreement may have the right to receive compensation for the damages suffered.

Each Party shall be liable to the other Party ("prejudiced Party") for any damages caused as a result of (i) the violation of its obligations under this Contract or (ii) the violation of any rights of Data Subjects, and shall compensate the prejudiced Party for any and all expenses, costs, expenses, attorneys' fees and procedural costs actually incurred or indemnification/fines paid as a result of such violation.

- i. For the purposes of this Clause, should the prejudiced Party receive any claim for compensation from the other Party, it shall: (i) notify the Responsible Party; (ii) grant the Responsible Party sole control over the claim; (iii) refrain from doing any act or signing any agreement without the prior consent of the Responsible Party.
- ii. The Responsible Party may choose legal counsel of its trust and shall bear all costs, expenses and fees for the defense of the Defendant Party, without prejudice to the Defendant Party, at its own discretion and expense, to hire its own counsel.

In the event that both Parties act as Controllers, If it is not possible to determine prima facie the exclusive responsibility of one of the Parties to the claim, the Defendant Party shall defend itself directly, without prejudice to the proven responsibility of one of the Parties in a final decision, that the Defendant Party shall exercise its right of recourse against the Responsible Party, without prejudice to, if it deems applicable, denounce the other Party to join the claim from the outset.

It is understood and adjusted that no limitation of liability clause agreed between the Parties in other contracts may be invoked in order to limit the indemnity duty provided for in this Contract, subject to the provisions of Clause below;

The compensation duty of one Party in relation to the other, due to claims of Data Subjects, the ANPD or any other competent body shall cover all amounts that have been incurred by the prejudiced Party with the claim, including compensations, attorney's fees, procedural costs, experts; fees, among others.

The confidentiality duty of Personal Data received from the other Party, as well as the duty of compensation provided herein, shall survive the termination of this Contract.

The Parties agree that, in the event of termination of a Contract:

- i. when faced with an operation in which both Parties are Controlling Parties and, in the absence of any legal basis for maintaining Personal Data provided for in the applicable legislation, the Parties undertake to eliminate from their records and systems all Personal Data received from the other Party or accessed as a result of the Contract.
- ii. when faced with an operation in which one Party is the Controller and the other the Processor, the Processor and the Sub-Processors undertake to return to the Controller or to destroy (as defined by the Controller) all Personal Data that they have had access to, unless the Processor is prevented by legal or regulatory obligation or has another legal basis for not carrying out such activities. In this case, the Processor ensures that it will guarantee the confidentiality of the Personal Data transferred and will not use said data for other purposes, except those required by applicable legislation and / or in accordance with the Contract.

The fulfillment of the obligation provided for in items (i) and (ii) above must be certified in writing by the legal representative of the Parties, and, when applicable, include any sub-Processors.

ANNEX I - PERSONAL DATA TREATMENT

Definitions: For the purposes of this Annex:

- a) "ANPD" or "Autoridade Nacional de Proteção de Dados" is a public administration agency responsible for overseeing, implementing and enforcing compliance with LGPD or LPDP for Argentina and other data protection laws in Brazil or Argentina;
- b) "Brazil" means the Federative Republic of Brazil;
- c) "Controller" means the entity responsible for making decisions regarding the processing of personal data;
- d) "Personal Data" means any data or information relating to an identified or identifiable natural person, as well as sensitive personal data as defined in the LGPD or LPDP for Argentina;
- e) "Incident" means an unauthorized access and accidental or unlawful destruction, loss, alteration, communication or any form of improper or unlawful processing;
- f) "LGPD" means the Brazilian General Data Protection Act (Brazilian Federal Law No. 13.709/2018); "LPDP" means the Argentinian Data Protection Law.
- g) "Processor" means the entity that carries out the processing of personal data on behalf of the Controller;
- h) "Sub-Operators" means any contractor by any Processors agreeing to receive from the Processors described in Item (g) Personal Data exclusively intended for permitted Processing activities in accordance with the instructions of the Processors described in Item (g), and in accordance with this Agreement;
- i) "Data Subject" is the natural person to whom the Personal Data that are the subject of the Processing refer;
- j) "Processing" means any and all operations carried out with personal data, such as those relating to the collection, production, reception, classification, use, access, reproduction, transmission, distribution, processing, archiving, storage, deletion, evaluation or control of information, modification, communication, transfer, dissemination or extraction.

Data Categories: The data transferred refer or may refer to the following categories:

- . Data Category 1 (Names): first name, last name and pseudonyms;
- . Data Category 2 (Contact Details): contact details such as telephone numbers, address and e-mail;
- . Data Category 3 (Registration and Profile Data): demographic information such as gender, age, date of birth, marital status, nationality, education/work history, academic/professional qualifications, employment relationship details, hobbies, family members and dependents;
- . Data Category 4 (Financial Data): financial information;
- . Data Category 5 (Human Resources Data): related to employees, retirees, contractors, temporary employees, beneficiaries identified by employees, and participants in the Controller's employee benefit plan, including names, address, personal and business telephone number, other personal and business contact details; car allowances (if applicable), benefit and payment information; dependent/beneficiary information, educational, academic and professional qualifications information; emergency contact information; gender, date of birth, reference source (e.g. agency, employee reference); level, salary, bonus, including targets and actual values; performance management information, languages and proficiency; licenses/certificates, professional associations; number of national (CPF/RG) and social insurance records, citizenship, immigration status; employment status (active/license/full-time/part time, etc.), retirement date; billing fees, office location, practice and specialty; and

. Data Category 6 (Sensitive Data): data related to racial or ethnic origin, sex life, mental and physical health, injury details, medication/treatment received, political or religious beliefs, labor union membership and criminal records, fines and other similar judicial records.

Purpose of Processing: Personal Data may be processed exclusively to comply with the Contract and to the extent permitted by applicable data protection laws.

The Processor will process personal data:

- . on behalf and for the benefit of the Controller, in accordance with the provisions set out in these General Purchasing Conditions and to the extent permitted by applicable data protection laws;
- . exclusively for the following purposes: (i) compliance with the obligations provided for in the Contract; (ii) compliance with any instructions provided by the Controller; (iii) compliance with any applicable law.

The Processor will not process Personal Data for any other purpose, including for its own business benefit, unless the Controller has provided its prior written permission.

ANNEX I.1 - DATA PROCESSING - CONTROLLER X PROCESSOR

1. Data Processing

1.1. Annex 1.1 establishes the activities of Processing of Personal Data carried out between the Controllers and the Processors, as well as the categories of Data Subjects and Personal Data and the purposes of Processing authorized under a Contract.

2. Mutual Obligations

2.1. Each Party agrees to:

- a) as applicable, comply with its own obligations under the LGPD or LPDP for Argentina and any subsequent regulations issued by the competent regulatory authority;
- b) observe the rules set forth in the LGPD or LPDP for Argentina whenever the transfer of Personal Data outside the Brazilian or Argentinian territory and/or to any third party is carried out;
- c) commits, before the collection, access, use and international transfer of Personal Data, to justify the operation on one of the legal bases provided for in LGPD or LPDP for Argentina so that the processing is carried out legitimately.

3. Obligations of the Controller

3.1. Controller represents and warrants:

- a) that the Personal Data Transferred to Processor in accordance with a Contract has been collected, processed and Transferred in accordance with the applicable privacy and data protection laws in Brazil and in Argentina and the appropriate legal basis as provided for in the LGPD or LPDP for Argentina;
- b) as applicable, has an appropriate legal basis for the purposes of collecting Personal Data and transferring them to the Processor;
- c) It has provided all necessary information and warnings to the Data Subjects regarding the relevant characteristics of the Processing of Personal Data and its sharing with the Processor.

4. Obligations of the Processor

4.1. Processor agrees to:

- a) process Personal Data within the limits and for the purposes permitted by this General Purchasing Conditions;
- b) notify the Controller immediately, and not later than twenty-four (24) hours, in writing:
 - i. any requests from a Data Subject regarding his/her Personal Data, including but not limited to requests for access and/or rectification, requests for deletion, and other similar requests, and Processor shall not respond to such requests unless expressly authorized to do so by the Controller;
 - ii. any claim related to the Processing of Personal Data, including allegations that the processing violates Data Subject's rights;
 - iii. any Security Breach; or
 - iv. any order, issued by judicial or administrative authority, with the purpose of obtaining any information regarding the Processing object of this Agreement.
- c) cooperate, where possible, with the Controllers in relation to any action taken as from the notification described in item (b) above, and shall cooperate with the Controller's requests in relation to the fulfillment of said claims, providing the requested information within a reasonable time;
- d) keep the Personal Data confidential and ensure that that its employees and collaborators, who in any way treat the Personal Data, have committed to keep the Personal Data confidential, by having written agreements for the purpose of meeting such obligations;

- e) keeps adequate access controls to Personal Data, through the registration of access logs (IP) and all activities carried out on that basis, with date and time, also keeping control over which employee used which IP address;
- f) limit access to Personal Data to the minimum number of employees who need to access said information in order to comply with their obligations to the Controller, observing the provisions in Annex 1;
- g) take appropriate and reasonable measures to protect Personal Data against Security Breaches;
- h) commit to maintain a data security program, including appropriate measures from a technical, physical and governance point of view, to protect Personal Data against Incidents, and to ensure that such measures ensure a level of security commensurate with the risks presented by the Processing, the nature of the Personal Data and the security technologies available and reasonably applied in the Parties' industry;
- i) keep a documentary record of any risk that has been identified with respect to the management of the Personal Data, even if it has not materialized into an Incident, and keep such records for Incidents that have occurred;
- j) cooperate with the Controllers in case of any Security Breach, and shall (a) adopt all necessary measures to remedy any Security Breach and minimize possible negative effects to the Data Subjects; (b) provide the Controllers with all necessary information to ascertain the occurrence; (c) refrain from making any communication to the ANPD, Brazilian or Argentinian public authorities, the Data Subjects or third parties, without the prior and express agreement of the Controller, which shall control the final wording of such communications;
- k) adopts systems and technology that will allow the Controller to meet the rights of the Data Subjects, such as access rights, elimination, portability, among others.

4.1.1 Upon request of the Controller, the Processor undertakes to grant access to documents and records for the purpose of verifying the obligations set forth in this Clause 4.1.

5. Sub-Processing

5.1. In the event that Processor subcontracts any third parties to carry out one or more processing operations involving Personal Data, Processor shall, prior to any sharing of Personal Data, sign a written contract with such subcontractor, which shall be considered as a Sub-Processor, for the purposes of this Agreement. Such contract shall substantially contain similar main obligations attributed to the Processor as provided in this Agreement.

5.1.1 Such contract shall contain the same obligations set forth herein, and the Processor shall be held jointly and severally liable together with the Sub-Processor for the performance of this Contract.

5.2. The Controller will maintain a list of the Subcontractors of the Processing operations, carried out under this Agreement, and the Controller may oppose any subcontracting, at its sole discretion, in which event the Processor will no longer allow said Sub-Processor to carry out any Personal Data Processing operation.

6. Audits

6.1. The Processor shall audit its compliance and, where applicable, the compliance of its Sub-Processors with the obligations of this Agreement. Such audit shall: (a) cover all Personal Data Processing carried out on behalf of the Controller in the previous year; (b) be carried out at least once a year; (c) be performed by an independent auditor of good reputation (at the discretion of the Controller), at the expense of Processor; and (d) result in the preparation of an audit report. Within two (2) weeks after the conclusion of the audit, the Processor shall provide the Controller with a copy of the audit report, which shall be considered confidential and the Controller may share it only with its legal advisors.

6.2. The Processor commits to take all measures to ensure that any system, process, governance and other vulnerabilities pointed out in the audit report are adequately treated, and shall prepare an action plan with a schedule for the performance of such activities, without prejudice to the affected Party deciding to terminate the Contract, once the irregularities verified are considered serious, in which case the possibility of remediation under this General Purchasing Conditions shall not apply.

6.3. If there is no termination of the Supply Contract In the event of termination of this Agreement, the abovementioned action plan shall be sent to the Controller, and the Processor shall send each quarterly period an update of the status to meet all the points contained in the abovementioned plan.

ANNEX I.2- DATA PROCESSING - CONTROLLER X CONTROLLER

1. Data Processing

1.1 Annex 1.2 establishes the activities of Processing and transferring Personal Data between the Parties, as well as the categories of Owners, the modalities of Personal Data and the purposes of Processing authorized under these General Purchasing Conditions.

2. Mutual Obligations

2.1 Each Party agrees and guarantees to:

- a) that any Personal Data provided to the other Party has been collected, processed and transferred in accordance with the applicable privacy and data protection laws in Brazil or Argentina;

- b) commits, prior to the collection, access, use and transfer of Personal Data, to justify the operation on one of the legal bases provided for in the LGPD or LPDP for Argentina so that the Processing is carried out legitimately;
- c) lawfully process any Personal Data in accordance with one of the legal bases provided for in LGPD or LPDP for Argentina.
- d) as applicable, shall be individually responsible for compliance with its obligations under the LGPD or LPDP for Argentina and any subsequent regulations issued by a competent regulatory authority;
- e) undertakes to comply with the rules set forth in the LGPD or LPDP for Argentina whenever the transfer of Personal Data outside the Brazilian or Argentinian territory and/or to any third party is carried out;
- f) provide all necessary information/warnings to the Data Subjects regarding the relevant features of the Processing and their sharing with other Controllers and Processors, where applicable;
- g) if, at any time, either Party considers that it is processing Personal Data as a Processor on behalf of the other Party, it shall immediately or, at the latest, within 2 (two) calendar days, in writing:
 - i. notify the other Party of such fact; and
 - ii. cease any processing activity in which it may be acting as an Processor, unless the notified Party expressly states otherwise in writing within five (5) calendar days of receipt of the notification.
- h) if any of the following occurs with respect to Personal Data it has received from the other Party, it shall notify the exporting Party of the Personal Data immediately or within twenty-four (24) hours in writing of such, regarding:
 - i. any requests by a Data Subject with respect to the Personal Data, including but not limited to requests for access and/or rectification, requests for deletion, and other similar requests;
 - ii. any claims relating to the Processing of Personal Data, including allegations that the processing violates a Data Subject's rights;
 - iii. any Incident relating to the Personal Data; or
 - iv. any order, issued by judicial or administrative authority (including ANPD), aiming to obtain any information regarding the Processing of Personal Data object of this Agreement.
- i) maintain the Personal Data in the utmost secrecy and require its employees who in any way process the Personal Data, to comply with these obligations, having entered into written agreements for the purpose of meeting these obligations;
- j) maintain adequate access controls to Personal Data, through the registration of access logs (IP) and all activities performed on that basis, with date and time, also maintaining control over which employee used which IP address;
- k) limit access to Personal Data to a minimum number of employees who need to access such information, observing the provisions of Annex 1;
- l) provide employees and staff with periodic training on information security and personal data protection;
- m) commit to maintaining a data security program, including appropriate measures from a technical, physical and governance point of view, to protect Personal Data against Incidents, and to ensure that such measures ensure a level of security consistent with the risks presented by the Processing, the nature of the Personal Data and the security technologies available and reasonably applied in the Parties' industry;
- n) keep documentary records of any risk that has been identified in relation to the management of the Personal Data, even if it has not materialized in an Incident, in addition to keeping such records for Incidents that have occurred; and
- o) cooperate with the other Party in case of any Incident related to the Personal Data received from or accessed by the other Party as a result of a Contract and shall (a) take all necessary measures to remedy any incident and minimize possible negative effects to the Data Subjects; (b) provide the other Party with all information necessary to determine the occurrence in the shortest time possible; (c) align with the exporting Party of the Personal Data the defense strategy, its content and wording, as well as any communication with the ANPD, Data Subjects, third parties and other competent authorities.

2.2 Upon request of the other Party, the Parties commit to grant access to documents and records for the purpose of verifying the obligations under this Clause.

3. Processor and Sub-Processors

3.1 In the event that a Party contracts Processors to carry out one or more processing operations involving the Personal Data on its behalf, the Party shall sign, prior to any sharing of Personal Data, a written contract with such Processors.

3.1.1 Such contract shall contain the same obligations provided herein, and the Contracting Party of the Processors shall be considered jointly and severally liable together with them for the performance of this General Purchasing Conditions.

3.2 The Parties shall keep a list of such contracts, carried out under the Contract, and may oppose any contract, at their sole discretion, in which case the other Party shall no longer allow said Processors to carry out any Personal Data Processing operation.

3.3 The obligations described in Clauses 3.1 and 3.2 will also apply to Sub-Processors, i.e. if Processors subcontract any third parties to carry out one or more processing operations involving the Personal Data.

4. Audit

4.1 Once every twelve (12) month period, or on suspicion that there may have been any breach of this Agreement, at any time, each Party may audit the other Party for compliance and, where applicable, the compliance of its Processors and Sub-Processors with the obligations of this Agreement. Such audit shall: (a) cover all Personal Data Processing carried out in the requested period; (b) be performed by an independent auditor of good repute, the choice of the requesting Party; and (c) result in the preparation of an audit report.

4.2 The audit report shall be sent to the audited Party and the requesting Party simultaneously and shall be considered confidential; the Parties may only disclose it to their respective legal counsel.

4.3 The costs of the audit shall be borne by the requesting Party.

4.4 The Parties commit to take all measures to ensure that any system, process, governance and other vulnerabilities pointed out in the audit report are adequately addressed, and shall prepare an action plan within a reasonable timeframe for the performance of such activities, without prejudice to the requesting Party deciding to terminate the Contract, once the irregularities verified are considered serious, in which case the possibility of remediation under this General Purchase Conditions shall not apply.

4.4 If required by either Party and in the absence of termination of this Agreement, such action plan shall be shared with the other Party, and the audited Party shall send each quarterly period an update of status to meet all points contained in the action plan.