

**LIABILITY COMMITMENT TO THE GENERAL PERSONAL
DATA PROTECTION LAW
(LAW No. 13.709/2018)**

By the current Instrument, the following terms and conditions, relating to Law No. 13.709/2018 (General Personal Data Protection Law - "LGPD"), are set forth for the performance of activities by **PRYOR INSURANCE** and which must be observed for the treating of personal data, relating to the management of benefits and intermediation of corporate insurance and their later administration, as well as the sharing and transfer of personal data from different categories (including employees from clients, beneficiaries and third parties) to the different participants of the insurance market, third parties and service providers, during the policy's lifecycle:

Clause One: The Parties agree that any treating activity involving personal data shall only be carried out as required for rendering the services, in agreement with the legislation in effect on Protection of Personal Data and the determinations from regulatory agencies / inspectors on the matter, in particular, Law No. 13.709, dated August 14th, 2018, as well as the other applicable norms.

Clause Two: For the purpose of rendering the services, the Client shall be liable and Controller in regard to the treating of personal data, **PRYOR INSURANCE**, in the quality of Middleman, having to carry out the treating of personal data for and on behalf of and order of the guidance of the Client.

Clause Three: The Client ensures that the personal data shared with **PRYOR INSURANCE**, as well as any treating carried out by **PRYOR INSURANCE** on behalf of the Proposer, shall be backed by a valid, lawful and adequate basis for the purpose(s) of the treating in question, as well as by the legal principles, in the form authorized by the applicable legislation.

Clause Four: **PRYOR INSURANCE** is obliged to the duty of confidentiality and secrecy relating to the personal data they gain access to by virtue of or as a consequence of the services rendered, having to ensure that their employees, consultants and service providers who, in the exercise of their functions have access to or knowledge of the treated personal information and data, are equally obliged to professional secrecy.



Clause Five: PRYOR INSURANCE is responsible for ensure and guaranteeing the security of the information, the integrity and confidentiality of their respective systems, implementing all the technical and organizational safety measures, limited to their economic conditions and the technical limits of their services.

Clause Six: The Client expressly authorizes **PRYOR INSURANCE** to share or transfer the treated personal data to participants in the insurance market, such as Insurance Companies, Reinsurers, Healthcare Operators and other Middlemen, service providers, software providers and suppliers, for the sole purpose of fulfilling your requests and providing the necessary support during the use of our services.

Clause Seven: PRYOR INSURANCE shall notify the Client, with no undue delays, in case of incident of undue, unauthorized access and of leak or loss of treated personal data, also in regard to their sub-operators, regardless of the motive that has occasioned it, forwarding in writing and certifying the receiving, promptly from becoming aware of what took place, containing, as a minimum, the information foreseen in article 48 §1 of the LGPD.

Clause Eight: PRYOR INSURANCE commits to collaborate with the Client in fulfilling the owners' requisitions regarding the treated data, respecting their lawful right and expectations, having to correct, complete, exclude and/or block the personal data, if it is expressly requested by the Client.

Clause Nine: PRYOR INSURANCE must return or delete, at the sole discretion of the **CONTRACTING PARTY**, any and all personal data treated for the rendering of services, without retaining any copy or backup of such data, in the cases of termination, rescission or resiliation of this Instrument, in the maximum period of 30 days or in eventual period agreed upon between the Parties, with the exception of those ones which they are obliged to keep by the legislation in force or to exercise their rights.

Clause Ten: PRYOR INSURANCE shall not be liable for any losses or damages resulting from the use, direct or indirect, by the Parties, of the personal data eventually treated for the rendering of services, the Client having to indemnify and hold **PRYOR INSURANCE** harmless from any liability in this regard, save in events of sole blame by **PRYOR INSURANCE** or, pro rata, the case of concurrent fault or, further, solely, if this party disregards the Client's guidelines for treating the personal data.

