

Brazil Standard Contractual Clauses for International Transfers of Personal Data InterSystems do Brasil to InterSystems Chile

INTERSYSTEMS DO BRASIL Ltda (“**InterSystems**”) headquartered at Rua Praça Professor José Lannes, No. 40/11th floor, enrolled with the CNPJ (Corporate Taxpayer ID Number) under No. 00.233.883/0001-80, São Paulo/SP, herein represented by Ken Mortensen, acting as its duly authorized representative for purposes of this Agreement pursuant to corporate authority granted by its parent company, InterSystems Corporation, hereinafter referred to as “**ISB**”; and, on the other hand:

INTERSYSTEMS CHILE LIMITADA, headquartered at Ciudad Empresarial - Av. del Valle Nte. 890, 6° piso, 8580638 Huechuraba, Región Metropolitana, Chile, herein represented by Ken Mortensen, acting as its duly authorized representative for purposes of this Agreement pursuant to corporate authority granted by its parent company, InterSystems Corporation, hereinafter referred to as “**ISChile**”.

Whereas:

- (i) ISB and ISChile are subsidiary companies of InterSystems Corporation in their respective countries, Brazil and Chile;
- (ii) ISB transfers Personal Data to ISChile in connection with InterSystems’ Latin America regional operations and the companies’ interactions, including in the HR and finance areas.

The Parties agree to enter into this Agreement to specifically govern the international transfer of data until a new mechanism is defined by the Parties.

SECTION I - GENERAL INFORMATION

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: **INTERSYSTEMS DO BRASIL LTDA.**

Qualification:

Main address: PRAÇA PROFESSOR JOSÉ LANNES, 40, 11th FLOOR.

Email-address: dpo@intersystems.com

Contact for Data Subject: Ken Mortensen, Data Protection Officer

Other information: communication with copy to Daniella Caverni, dcaverni@efcan.com.br

Exporter/Controller () Exporter/Operator

Name: **INTERSYSTEMS CHILE LIMITADA**

Primary Address: Ciudad Empresarial - Av. del Valle Nte. 890, 6° piso, 8580638 Huechuraba, Región Metropolitana

Email-address: dpo@intersystems.com

Contact for Data Subject: Ken Mortensen, Data Protection Officer

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Importer/Controller () Importer/Operator

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CLAUSE 2. Purpose

2.1 These Clauses apply to International Transfers of Data from the Exporter to the Importer, as described below.

Description of the international data transfer:

(EMPLOYEES)

Main purposes of the transfer: Execution of the employment contract signed in Brazil, article, 7, V.

Categories of personal data transferred: Identification and contact information; employment and job-related data; payroll and benefits information; performance, training, and HR management records; and other personal data necessary for human resources administration and compliance with labor, tax, and social security obligations. Sensitive personal data may include health information required for employment administration, biometric identifiers used for access control, and trade-union membership data where required by law.

Data storage period: during the term of execution of the contract and, after, for the purpose of complying with a legal or regulatory obligation by the Controllers

Other information: The company's human resources department responsible for Brazil is headquartered in Santiago, Chile. Data related to Brazilian employees may be made available to ISChile from Brazil or through InterSystems systems located in or accessed from the United States. In addition, employee data may be transferred to other entities of the group where necessary to perform the contract in other jurisdictions, for example, in case of work trips at the request of the Exporter or the Importer.

(PROSPECT DATA AND CONTRACTUAL DATA)

Main purposes of the transfer: Execution of the service contract signed in Brazil. Article 7, V of the LGPD, and all contractual data are entered into the PEGA Platform for global use by InterSystems.

Categories of personal data transferred: name and email of the customer's employee. Legal representative data, salutation, first name, last name, local salutation, local first name, local last name, Job Title, Role, Level, Company Name, Email, Gender, Office/Business Phone, Ext., Mobile Phone, LinkedIn Profile URL, Address type, Street address, Address Line 2, City, State/Province, Zip/Postal code, Country

Data storage period: during the execution of the services and then to comply with a legal and/or regulatory obligation.

CLAUSE 3. Onward Transfers

3.1 The Importer may make an Onward Transfer of the Personal Data subject to 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: Execution of the employment contract signed in Brazil, article, 7, V.

Categories of personal data transferred: The same data described in Clause 2.

Data storage period: during the term of execution of the contract and, after, for the purpose of complying with a legal or regulatory obligation by the Controllers.

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Other information: The company's human resources department responsible for Brazil is headquartered in Santiago, Chile. Data related to Brazilian employees may be transferred to other InterSystems group entities where necessary for HR administration, finance, employment administration, travel, compliance, or related intra-group business purposes. Any such Onward Transfer shall be made in accordance with Clause 18 and, where required by National Legislation, another valid international transfer mechanism.

CLAUSE 4. Liabilities of the Parties

4.1 Without prejudice to the duty of mutual assistance and the general obligations of the Parties, the Designated Party below, as Controller, shall be responsible for complying with the following obligations set forth in these Clauses:

- a) Responsible for publishing the document provided for in Clause 14;
(x) Exporter () Importer
- b) Responsible for meeting the requests of Data Subjects referred to in CLAUSE 15:
(x) Exporter () Importer
- c) Responsible for carrying out the security incident communication provided for in Clause 16:
(x) Exporter () Importer

4.2 For the purposes of these Clauses, it is subsequently verified that the Designated Party in the form of item 4.1. acts as Operator, the Controller will remain responsible:

- a) for the fulfillment of the obligations provided for in Clauses 14, 15 and 16 and other provisions established in the National Legislation, especially in case of omission or non-compliance with the obligations by the Designated Party;
- b) for complying with ANPD determinations; and
- c) for the guarantee of the rights of the Data Subjects and for the repair of the damages caused, subject to the provisions of Clause 17.

4.3 The Parties shall promote mutual assistance for the purpose of meeting the requests of the Data Subjects.

4.4 In case of receipt of request from Data Subject, the Party shall:

- a) comply with the request, when you have the necessary information;
- b) inform the Data Subject of the service channel made available by the Third-Party Controller; or
- c) forward the request to the Third-Party Controller as soon as possible, in order to enable the response within the period provided for in the National Legislation.

4.5 The Parties shall maintain a record of security incidents with personal data, under the terms of the National Legislation.

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SECTION II - MANDATORY CLAUSES

CLAUSE 5. Purpose

5.1 These Clauses are presented as a mechanism that enables the secure international flow of personal data, establish minimum guarantees and valid conditions for the performance of International Data Transfer and aim to ensure the adoption of adequate safeguards to comply with the principles, the 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 of art. 5 of Law No. 13.709, of August 14, 2018, and of art. 3 of the Regulation on the International Transfer of Personal Data, without prejudice to other normative acts issued by ANPD. The Parties further agree to consider the terms and their respective meanings, as follows:

- a) **Processing agents:** the controller and the operator;
- b) **ANPD:** National Data Protection Authority;
- c) **Clauses:** the standard contractual clauses approved by ANPD, which are part of Sections I, II and III;
- d) **Related Contract:** contractual instrument signed between the Parties or at least between one of them and a third party, including a Third Party Controller, which has a common purpose, link or dependency relationship with the contract governing the International Data Transfer;
- e) **Controller:** Party or third party ("Third Party Controller") who is responsible for decisions regarding the processing of Personal Data;
- f) **Personal data:** information related to the individual identified or identifiable; and
- g) **Sensitive Personal Data:** personal data on racial or ethnic origin, religious conviction, political opinion, trade union membership or organization of a religious, philosophical or political nature, data on health or sexual life, genetic or biometric data, when linked to an individual;
- h) **Deletion:** exclusion of data or set of data stored in a Database, regardless of the procedure used;
- i) **Exporter:** processing agent, located in the national territory or in a foreign country, who transfers personal data to the Importer;
- j) **Importer:** processing agent, located in a foreign country or an international organization, who receives personal data transferred by an Exporter;
- k) **National Legislation:** set of Brazilian constitutional, legal and regulatory provisions regarding the protection of Personal Data, including Law No. 13.709, of August 14, 2018, the International Data Transfer Regulation and other normative acts issued by 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 accidental or unlawful situations of destruction, loss, alteration, communication or dissemination;

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- n) **Research Body:** body or entity of the direct or indirect public administration or legal entity of private non-profit law legally constituted under Brazilian law, with headquarters and venue in the Country, which includes in its institutional mission or in its social or statutory purpose the basic or applied research of a historical, scientific, technological, or statistical character;
- o) **Operator:** Party or third party, including a Subcontractor, that processes Personal Data on behalf of the Controller;
- p) **Designated Party:** Party of the agreement designated, pursuant to Clause 4 ("Option A"), to comply, as Controller, with specific obligations related to transparency, rights of Data Subjects and communication of security incidents;
- q) **Parties:** Exporter and Importer;
- r) **Access Request:** request for mandatory service, by virtue of law, regulation or determination of a public authority, to grant access to the Personal Data subject to the International Data Transfer governed by these Clauses;
- s) **Subcontractor:** processing agent hired by the Importer, without relationship with the Exporter, to process Personal Data after an International Data Transfer;
- t) **Third-Party Controller:** Controller of Personal Data that provides written instructions for carrying out, on its behalf, the International Data Transfer between Operators governed by these Clauses, pursuant to Clause 4 ("Option B");
- u) **Data Subject:** natural person to whom the Personal Data that are the subject of the International Data Transfer governed by these Clauses refers;
- v) **Transfer:** processing modality through which a processing agent transmits, shares or makes available access to Personal Data to another processing agent;
- w) **International data transfer:** transfer of Personal Data to third parties located in a foreign country or international organization of which the country is a member;
- x) **Onward Transfer:** International transfer of Data, originating from an Importer, and intended for a third party, including a Subcontractor, provided that it does not configure Access Request.

CLAUSE 7. Applicable legislation and inspection of ANPD

7.1 The International Data Transfer object of these Clauses is subject to National Legislation and ANPD supervision, including the power to apply preventive measures and administrative sanctions to both Parties, as the case may be, as well as to limit, suspend or prohibit international transfers arising from these Clauses or a Related Agreement.

CLAUSE 8. Interpretation

8.1 Any application of these Clauses shall take place in accordance with the following terms:

- a) these Clauses shall always be interpreted more favorably to the Data Subject and in accordance with the provisions of the National Legislation;
- b) in case of doubt about the meaning of terms of these Clauses, the meaning that most aligns with the National Legislation applies;

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- c) no item of these Clauses, including an Affiliate Agreement and the provisions set forth in Section IV, may be interpreted with the purpose of limiting or excluding the liability of either Party in relation to obligations provided for in National Legislation; and
- d) the provisions of Sections I and II prevail in the event of a conflict of interpretation with additional Clauses and other provisions set forth in Sections III and IV hereof or in Related Agreements.

CLAUSE 9. Possibility of third-party adhesion

9.1 By mutual agreement between the Parties, it is possible for a processing agent to adhere to these Clauses as an Exporter or Importer, by completing and signing a written document, which will be part of this instrument.

9.2 The adhering party shall have the same rights and obligations as the originating Parties, according to the position assumed as Exporter or Importer and according to the category of corresponding processing agent.

CLAUSE 10. General Obligations of the Parties

10.1 The Parties undertake to adopt and, when necessary, demonstrate the adoption of effective measures capable of proving compliance with the provisions of these Clauses and National Legislation, including the effectiveness of these measures and, in particular:

- a) use the Personal Data only for the specific purposes described in Clause 2, without the possibility of further processing in a manner incompatible with these purposes, observing, in any case, the limitations, guarantees and safeguards provided for in these Clauses;
- b) ensure the compatibility of the processing with the purposes informed to the Data Subject, according to the context of the processing;
- c) limit the processing to the minimum necessary to carry out its purposes, covering the relevant, proportional and not excessive data in relation to the purposes of the processing of Personal Data;
- d) guarantee to the Data Subjects, subject to the provisions of Clause 4.
 - (d.1.) clear, accurate and easily accessible information about the processing and the respective processing agents, subject to commercial and industrial secrets;
 - (d.2.) facilitated and free consultation on the form and duration of the processing, as well as on the completeness of your Personal Data; and
 - (d.3.) the accuracy, clarity, relevance and updating of the Personal Data, according to the need and for the fulfillment of the purpose of its processing;
- e) adopt appropriate security measures compatible with the risks involved in the International Data Transfer governed by these Clauses;
- f) not to process Personal Data for unlawful or abusive discriminatory purposes;
- g) ensure that any person acting under its authority, including subcontractors or any agent who collaborates with it, free of charge or for consideration, carries out data processing only in accordance with its instructions and with the provisions of these Clauses; and

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- h)** keep a record of the processing operations of the Personal Data subject to the International Data Transfer governed by these Clauses, and submit the relevant documentation to 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. Children's and Adolescents' Personal Data

12.1 If the International Data Transfer involves Personal Data of children and adolescents, the Parties will apply additional safeguards, including measures that ensure that the processing is carried out in their best interest, under the terms of National Legislation and the relevant instruments of international law.

CLAUSE 13. Lawful use of data

13.1 The Exporter warrants that the Personal Data has been collected, processed and transferred to the Importer in accordance with the 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 on the performance of the International Data Transfer, including at least information on:

- a)** the form, duration and specific purpose of the international transfer;
- b)** the country of destination of the transferred data;
- c)** the identification and contacts of the Designated Party;
- d)** the shared use of data by the Parties and the purpose;
- e)** the responsibilities of the agents who will carry out the processing;
- f)** the rights of the Data Subject and the means for its exercise, including an easily accessible channel made available to comply with its requests and the right to petition the Controller before the ANPD; and
- g)** Onward Transfers, including those relating to 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 or integrated page, prominently and easily accessible, to the Privacy Policy or equivalent document.

14.3 Upon request, the Parties shall make available, free of charge, to the Data Subject a copy of these Clauses, subject to commercial and industrial secrets.

14.4 All information made available to the Data Subjects, under the terms of these Clauses, must be written in the Portuguese language.

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CLAUSE 15. Data Subjects' Rights

15.1 The Data Subject is entitled to obtain from the Designated Party, in relation to the Personal Data subject to the International Data Transfer governed by these Clauses, at any time, and upon request, under the terms of the National Legislation:

- a) confirmation of the existence of processing;
- b) access to data;
- c) correction of incomplete, inaccurate or outdated data;
- d) anonymization, blocking or deletion of unnecessary, excessive or processed data in violation of these Clauses and the provisions of National Legislation;
- e) data portability to another service or product supplier, upon express request, in accordance with the regulations of the national authority, subject to commercial and industrial secrets;
- f) deletion of Personal Data processed with the consent of the Data Subject, except in the cases provided for in Clause 20;
- g) information from public and private entities with which the Parties have made shared use of data;
- h) information about the possibility of not giving consent and about the consequences of the refusal;
- i) revocation of consent through a free and facilitated procedure, ratifying the processing carried out before the request for deletion;
- j) review of decisions taken solely on the basis of automated processing of personal data affecting your interests, including decisions aimed at defining your personal, professional, consumer and credit profile or aspects of your personality; and
- k) information regarding the criteria and procedures used for the automated decision, subject to commercial and industrial secrets.

15.2 The Data Subject may oppose processing based on one of the hypotheses of waiver of consent, in case of non-compliance with the provisions of these Clauses or National Legislation.

15.3 The deadline for meeting the requests provided for in this Clause and in item 14.3. is 15 (fifteen) days from the date of the Data Subject's request, except in the event of a different deadline established in specific regulations of ANPD.

15.4 If the Data Subject's request is directed to the Party not designated as responsible for the obligations provided for in this Clause or in item 14.3., the Party shall:

- a) inform the Data Subject of the service channel made available by the Designated Party; or
- b) forward the request to the Designated Party as soon as possible, in order to enable the response within the period provided for in item 15.2.

15.5 The Parties shall immediately inform the Processing Agents with whom they have made shared use of data of the correction, deletion, anonymization or blocking of the data, so that they repeat the same procedure, except in cases where this communication is proven impossible or implies disproportionate effort.

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15.6 The Parties shall promote mutual assistance for the purpose of meeting the requests of the Data Subjects.

CLAUSE 16. Security Incident Reporting

16.1 The Designated Party shall notify ANPD and the Data Subjects, within three (3) business days, of the occurrence of a security incident that may cause a relevant risk or damage to the Data Subjects, subject to the provisions of the National Legislation.

16.2 The Importer shall maintain the record of security incidents under the terms of the National Legislation.

CLAUSE 17. Liability and compensation for damages

17.1 The Party that, due to the exercise of the Personal Data processing activity, causes patrimonial, moral, individual or collective damage, in violation of the provisions of these Clauses and the National Legislation, is obliged to repair it.

17.2 The Data Subject may claim compensation for the damage 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 claimed in court, individually or collectively, in accordance with the provisions of the relevant legislation on the instruments of individual and collective protection.

17.4 The Party acting as Operator is jointly and severally liable for the damages caused by the processing when it fails to comply with these Clauses or when it has not followed the lawful instructions of the Controller, except as provided in item 17.6.

17.5 Controllers who are directly involved in the processing from which damages to the Data Subject arose are jointly and severally liable for these damages, except as provided in item 17.6.

17.6 The Parties shall not be liable if it is proven that:

- a) have not carried out the processing of Personal Data attributed to them;
- b) although they have carried out the processing of Personal Data attributed to them, there has been no violation of these Clauses or National Legislation; or
- c) the damage is due to 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 Under the terms of the National Legislation, the judge may reverse the burden of proof in favor of the Data Subject when, in his opinion, the allegation is credible, there is hyposufficiency for the purpose of producing evidence or when the production of evidence by the Data Subject proves to be excessively onerous.

17.8 Actions for collective damages that have as their object the liability under the terms of this Clause may be exercised collectively in court, subject to the provisions of the relevant legislation.

17.9 The Party that repairs the damage to the Data Subject has the right of recourse against the other responsible parties, to the extent of their participation in the harmful event.

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CLAUSE 18. Safeguards for Onward Transfer

18.1 The Importer may only make Onward Transfers of the Personal Data subject to the International Data Transfer governed by these Clauses if expressly authorized, according to the hypotheses and conditions described in Clause 3.

18.2 In any case, the Importer:

- a) shall ensure that the purpose of the Onward Transfer is compatible with the specific purposes described in Clause 2;
- b) must ensure, by means of a written contractual instrument, that the safeguards provided for in these Clauses will be observed by the third party recipient of the Onward Transfer; and
- c) for the purposes of these Clauses, and in relation to the Personal Data transferred, it will be considered responsible for any irregularities committed by the third party recipient of the Onward Transfer.

18.3 The Onward Transfer may also be carried out based on another valid International Data Transfer mechanism provided for in the National Legislation, regardless of the authorization referred to in Clause 3.

CLAUSE 19. Access Request Notification

19.1 The Importer shall notify the Exporter and the Data Subject of an Access Request related to the Personal Data subject to the International Data Transfer governed by these Clauses, except in the event of prohibition of notification by the law of the country of data processing.

19.2 The Importer shall take the appropriate legal measures, including legal actions, to protect the rights of the Data Subjects whenever there is an adequate legal basis to question the legality of the Access Request and, if applicable, the prohibition to make the notification referred to in item 19.1.

19.3 In order to meet the requests of ANPD and the Exporter, the Importer must keep a record of Access Requests, including date, applicant, purpose of the request, type of data requested, number of requests received and legal measures adopted.

CLAUSE 20. End of data processing and deletion

20.1 The Parties shall delete the Personal Data subject to the International Data Transfer governed by these Clauses after the end of the processing, within the scope and technical limits of the activities, authorized the conservation only for the following purposes:

- a) The fulfillment of legal or regulatory obligation by the Controller;
- b) The study by research body, guaranteed, whenever possible, the anonymization of personal data;
- c) transfer to a third party, provided that the requirements set forth in these Clauses and in the National Legislation are respected; and
- d) The exclusive use of the Controller, forbidden its access by a third party, provided the data is anonymized.

20.2 For the purposes of this Clause, it is considered that the end of the processing will occur when:

- a) achieved the purpose provided for in these Clauses;

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- b) the Personal Data are no longer necessary or relevant to the achievement of the specific purpose provided for in these Clauses;
- c) end of the processing period;
- d) at the request of the Data Subject; and
- e) determined by ANPD, when there is a violation of the provisions of these Clauses or in the National Legislation.

CLAUSE 21. Security in data processing

- 21.1** The Parties shall adopt security measures that guarantee protection of the Personal Data subject to the International Data Transfer governed by these Clauses, even after its termination.
- 21.2** The Parties shall inform, in Section III, the Security Measures adopted, considering the nature of the information processed, 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 personal data and children and adolescents.
- 21.3** The Parties shall make the necessary efforts to adopt periodic evaluation and review measures in order to maintain a level of security appropriate to the characteristics of the data processing.

CLAUSE 22. Legislation of the country receiving the data

- 22.1** The Importer declares that it has not identified laws or administrative practices of the country receiving the Personal Data that prevent it from fulfilling the obligations assumed in these Clauses.
- 22.2** In the event of a normative change that changes this situation, the Importer shall immediately notify the Exporter to assess the continuity of the contract.

CLAUSE 23. Non-compliance with the Clauses by the Importer

- 23.1** If there is a violation of the safeguards and guarantees provided for in these Clauses or the impossibility of compliance by the Importer, the Exporter must be notified immediately, except as provided in item 19.1.
- 23.2** Upon receipt of the communication referred to in item 23.1 or verification of non-compliance with these Clauses by the Importer, the Exporter shall adopt the relevant measures to ensure the protection of the rights of the Data Subjects and the compliance of the International Data Transfer with the National Legislation and these Clauses, and may, as the case may be:
- a) suspend the International Data Transfer;
 - b) request the return of Personal Data, its transfer to a third party, or its deletion; and
 - c) terminate the contract.

CLAUSE 24. Choice of venue and jurisdiction

- 24.1** Brazilian law applies to these Clauses and any dispute between the Parties arising from these Clauses shall be resolved before the competent courts of Brazil, subject, if applicable, to the forum elected by the Parties in Section IV.
- 24.2** The Data Subjects may file lawsuits against the Exporter or the Importer, at their choice, before the competent courts in Brazil, including those located in the place of their residence.

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24.3 By mutual agreement, the Parties may use arbitration to resolve conflicts arising from these Clauses, provided that it is carried out in Brazil and in accordance with the provisions of the Arbitration Law.

SECTION III - SECURITY MEASURES

(i) Governance and Supervision of Internal Processes

The Parties implement and maintain appropriate technical and organizational security measures, internal controls, and information security routines intended to protect Personal Data, as defined in the InterSystems Data Protection, Privacy & Security Policy (www.InterSystems.com/ISCDPPS), against accidental loss, destruction, or alteration, and against unauthorized disclosure or access.

(ii) Technical and Administrative Security Measures

Amongst the technical and organizational measures specified in the Policy include, but are not limited to:

- Measures ensuring confidentiality, integrity, and availability of asset management based on ISO 27001/2 standard with enhancement through NIST SP 800-53r5.
- Measures ensuring access control consistent with NIST SP 800-63-3.
- Measures ensuring consistent and comprehensive application of policies and procedures.
- Measures ensuring information management security based on ISO 27001/2 and NIST SP 800-53.
- Measures ensuring encryption and protection of data during transmission.
- Measures ensuring event logging and incident response.
- Measures ensuring regular testing, assessing, and evaluating the effectiveness of technical and organizational measures to ensure security of processing.
- Measures ensuring protection of data during storage.
- Measures ensuring limited data retention.

Certifications for specific environments, particularly those relevant to operational information assets of customers, include:

- Cyber Essentials Plus (Managed Services UK and UK operations)
- HITRUST (Managed Services US)
- ISO 27001 (Managed Services UK and UKI operations)
- SOC 2/3 (Managed Services US)



INTERSYSTEMS DO BRASIL LTDA.

By: Ken Mortensen

Title: Data Protection Officer, Duly
Authorized Representative



INTERSYSTEMS CHILE LIMITADA

By: Ken Mortensen

Title: Data Protection Officer, Duly
Authorized Representative






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Final Audit Report

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