

PERSONAL DATA PROCESSING AGREEMENT

RD STATION

This Personal Data Processing Agreement (“DPA” or “Agreement”) is an integral part of the Contract between the Customer and RD Station (“Terms of Use”) and governs the processing of personal data in accordance with applicable data protection laws. The Terms of Use remain unchanged and in full force and effect, except as modified herein. In the event of a conflict between the provisions of this DPA and those of the Terms of Use, the provisions of this DPA regarding data protection, security, and privacy shall prevail.

1. DEFINITIONS

For the purposes of this DPA, the terms listed below shall carry the definitions provided herein. Any capitalized terms not explicitly defined in this DPA shall be interpreted in accordance with the Terms of Use and/or relevant applicable laws.

"Customer": refers to the natural person or legal entity that agrees to contract with and/or use the services provided by RD Station.

"Customer Personal Data": means personal data shared by the Customer on the RD Platform for the use of the functionalities of the services provided..

"Data Protection Law": refers to all applicable legislation governing data protection and privacy that applies to each party when processing Personal Data under this Agreement. This includes, but is not limited to: (i) the Brazilian General Data Protection Act (Federal Law No. 13,709/2018 – “LGPD”); (ii) the Brazilian Civil Rights Framework for the Internet (Federal Law No. 12,965/2014) and its regulatory decree (Decree No. 8,771/2016); (iii) the European Union’s General Data Protection Regulation (Regulation (EU) 2016/679 – “GDPR”); (iv) Mexico’s Federal Law on the Protection of Personal Data Held by Private Parties (*Ley Federal de Protección de Datos Personales en Posesión de los Particulares*, “LFPDPPP”); (v) Colombia’s Data Protection Regulation (*Ley Estatutaria 1581 de 2012*);

and (iv) any other relevant data protection laws applicable to the party involved in processing Personal Data.

RD Station Platform ("RD Platform"): refers to the comprehensive suite of solutions provided by RD Station. This includes, but is not limited to, tools such as RD Station Marketing, RD Station CRM, RD Station Conversas, RD Station Mentor IA, RD Station Marketing for Ecommerce, as well as other functionalities available to Customers.

"RD Station" or "Company": RD Gestão e Sistemas S.A.

"Subprocessor": means any data operator appointed by RD Station to process Customer Personal Data.

The definitions of "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Operator", "Processing" and "Supervisory Authority" are set forth in the LGPD.

2. DATA PROCESSING

- 2.1. The Parties affirm that they conduct their activities in accordance with the Data Protection Law. Each Party agrees to process Personal Data based on the legal grounds established in the aforementioned law and to implement all required measures to ensure such processing remains fully compliant with the LGPD and any other relevant data protection legislation. Each Party shall be responsible for the Personal Data it processes, whether acting as a Controller or an Operator.
- 2.2. Under this Agreement, the Parties acknowledge and agree that, in relation to Customer Personal Data, the Customer shall act as Controller, while RD Station shall act as Operator, processing the Personal Data on behalf of the Customer and in accordance with the Customer's documented instructions.
- 2.3. The Customer represents and warrants that: (a) all Personal Data processing activities conducted through the RD Platform are lawful, authorized under applicable Data Protection Laws, and compliant with the Platform's Terms of Use; (b) the Personal Data entered into the RD Platform was collected in a lawful and transparent manner, based

on a valid legal basis and with proper notice provided to the Data Subject; (c) the Customer holds the necessary rights to transfer or share Personal Data with RD Station; (d) the Customer shall not disclose, transfer, share, or otherwise misuse any Personal Data or other information obtained through the RD Platform; (e) the confidentiality and security of access credentials to the RD Platform are maintained at all times; and (f) all messages, communications, or emails sent via the RD Platform respect the recipients' consent, where required, and do not contain spam or any abusive, fraudulent, discriminatory, unlawful, or offensive content.

- 2.4. The RD Platform does not process Sensitive Personal Data as part of its services. The Customer shall not input or use Sensitive Personal Data on the RD Platform and assumes full and exclusive responsibility toward RD Station, Data Subjects and third parties, for any misuse of such data.
- 2.5. RD Station shall provide reasonable assistance to the Customer in the following circumstances: (a) when responding to a Data Subject's request; (b) when conducting a data protection impact assessment, if required under the Data Protection Law; and (c) requests from authorities regarding the processing of the Customer's Personal Data
- 2.6. RD Station hereby informs the Customer that it processes Personal Data and other stored information in accordance with its Terms of Use and applicable legislation. This processing serves several purposes, including: (a) deliver services as instructed by the Customer; (b) create *backups* to maintain data security; (c) analyze and investigate potential security incidents involving personal data, fraud, or audit trails; (d) enhance, customize, and develop platform features and products; (e) conduct performance and usage analyses of the RD Platform, including statistical research, while applying data minimization, anonymization, and/or pseudonymization techniques whenever feasible and legally required. If RD Station processes Personal Data for its own purposes, it shall do so as an independent Controller and assume full responsibility for all related processing activities under its control, exempting the Customer for any consequences arising from such processing. The Customer acknowledges and agrees that this

processing is compatible with, appropriate for, and proportionate to the delivery of the services.

- 2.7. RD Station shall process Customer Personal Data in accordance with the Customer's instructions and in compliance with the Data Protection Law. RD Station shall not sell or share such data with third parties unrelated to the provision of the services, nor use it for any purpose other than those expressly set forth in this Agreement, the Terms of Use, and/or the Privacy Notice, except where required or permitted by law.
- 2.8. If the Customer requests RD to share additional data from its account, the Customer represents and warrants that it will use such information responsibly and in compliance with applicable laws. The Customer shall remain solely liable for any processing activities performed with the Personal Data shared by RD.

3. SECURITY INCIDENT

- 3.1. RD Station declares that it adopts and maintains suitable technical and organizational safeguards to protect Personal Data from unauthorized access, accidental or unlawful destruction, loss, alteration, disclosure, or any other form of improper or unlawful processing that could compromise the security, integrity, confidentiality, or availability of the Personal Data handled under this Agreement ("Security Incident").
 - 3.1.1. Should RD Station become aware of a Security Incident involving Customer Personal Data, it shall notify the Customer without undue delay and provide all necessary support, including: (a) taking reasonable measures to mitigate the impact of the Incident; and (b) providing the information required by applicable laws, upon becoming aware. Such notification shall not constitute an admission of fault or liability by RD Station. The Customer shall be solely responsible for deciding whether to notify Data Subjects or regulatory authorities and agrees to coordinate with RD Station before drafting any public statements or official communications related to the Incident reported by RD Station.

3.1.2. The Customer shall promptly notify RD Station in writing upon identifying or suspecting a Security Incident involving the RD Platform or services covered under this Agreement by sending the notification to dpo@rdstation.com.

4. DATA SHARING

4.1. RD Station may share personal data with its suppliers, partners, affiliated entities, business units and its parent company TOTVS, when such sharing is strictly necessary to provide the contracted Services and/or ensure RD Station's operational viability. All data sharing must be conducted transparently, in full compliance with applicable laws, and restricted to the minimum necessary to meet the purposes established in this Agreement and the Terms of Use.

4.1.1. **Subprocessors:** The Customer acknowledges and agrees that RD Station may engage Subprocessors to assist in the processing of Personal Data, as required for the execution of this Agreement and the delivery of services. RD Station maintains a list of Subprocessors at: <https://www.rdstation.com/legal-e-privacidade/lista-de-suboperadores/>. The Customer agrees to consult this list periodically to remain informed of any changes. Should the Customer raise a reasoned objection to a newly appointed Subprocessor, RD Station shall make commercially reasonable efforts to adapt the Services accordingly.

5. DATA SUBJECT RIGHTS

- 5.1. The Customer, as the Data Controller, is responsible for making decisions related to the processing of Customer Personal Data. The Customer shall evaluate and respond to any requests submitted by Data Subjects.
- 5.2. RD Station shall notify the Customer upon receiving any request from a Data Subject concerning the processing of Customer Personal Data under this Agreement.

6. INTERNATIONAL DATA TRANSFER

6.1. To deliver the services available on the RD Platform, RD Station may transfer Personal Data to third parties located outside of Brazil, including but not limited to, providers of cloud storage infrastructure whose data centers are predominantly located in the United States.

6.1.1. Under such circumstances, RD undertakes to use one of the mechanisms provided for in Article 33 of the LGPD, including, where applicable, the use of the standard contractual clauses established by ANPD Resolution No. 19/2024

6.1.2. Where the General Data Protection Regulation (GDPR) is applicable, the EU Standard Contractual Clauses ("EU SCCs"), available at: https://eur-lex.europa.eu/eli/dec_impl/2021/914, shall apply and form part of the Agreement as follows: (i) Module 2 shall apply, reflecting the transfer of Customer Personal Data to RD Station; (ii) in Clause 7, the optional docking clause does not apply; (iii) in Clause 9, Option 2 applies, and changes to the Subprocessors shall be reported, pursuant to Section 4.1.1. of this DPA; (iv) in Clause 10, module 2 shall apply; (v) in Clause 11, the optional text shall not apply; (vi) in Clauses 17 and 18, the parties agree that the governing law and forum for disputes for the Standard Contractual Clauses shall be as specified in this Agreement; and (vii); the competent supervisory authority shall be designated in accordance with the GDPR.

7. AUDIT

7.1. In compliance with the Data Protection Act, RD Station shall, upon the Customer's request and subject to reasonable and practical limitations, provide, no more than once a year, information, reports, documents, certifications, or other relevant evidence demonstrating its level of security and data protection maturity, as required under this

Agreement. The provision of such materials may be conditioned upon non-disclosure agreements and subject to all applicable legal and contractual restrictions.

8. DATA DELETION AND RETURN

- 8.1. Upon the Customer's express request, either during the term of the Agreement or following its termination, RD Station shall delete the Customer's Personal Data from the RD Platform, except in cases where retention is required by applicable law.
- 8.2. The Customer also has the right to request from RD the return of the Customer's Personal Data within 60 (sixty) days from the termination date of the Agreement, noting that deletion will occur automatically at the end of this period for certain products
- 8.3. The Customer acknowledges that requesting the deletion of Personal Data prior to the termination of the Agreement or the conclusion of services may impair the proper functioning of the RD Platform, potentially resulting in the loss of certain features and the permanent elimination of data history associated with the account.

9. Artificial Intelligence

- 9.1. RD Station may offer features and solutions that use Artificial Intelligence (AI) to provide the Customer with innovative and effective tools. In all cases, RD Station undertakes to adopt a responsible and ethical approach to the implementation of AI, in strict compliance with information security, privacy, and data protection regulations.

10. GENERAL PROVISIONS

- 10.1. RD Station reserves the right to amend this Agreement as necessary to ensure compliance with applicable Data Protection Laws, notwithstanding any conflicting provisions contained in the Terms of Use.
- 10.2. All communications, notices, and requests relating to data protection and privacy under the scope of this Agreement shall be directly exclusively to the following email addresses: privacidade@rdstation.com and dpo@rdstation.com.

- 10.3. Any claims arising under this Agreement shall be governed by the terms and conditions set forth in the Terms of Use, including, without limitation, the applicable exclusions and limitations of liability.
- 10.4. This Agreement shall remain in force for the duration of the Terms of Use or for as long as RD Station continues to process Personal Data subject to this Agreement, whichever period is longer.