



G-Inter Transportes Ltda.

+ 55 11 4208- 9022

Av. Sagitário, 138, 8º Andar, Conj. 805
Torre London, Barueri/SP, Brasil

Data Processing Agreement

This agreement applies, in accordance with the GDPR, to and between **GINTER TRANSPORTES LTDA** and/or its subsidiaries (“Ginter”), a limited Company whose registered office is **AV SAGITARIO, 138 – ED. London 8º Andar. Cep 06.473073 Barueri, SP- Brazil**, and _____ (“Supplier”), a company with its registered office set forth in the table below.

This agreement applies where, in accordance with the GDPR, Ginter wishes to transfer personal data to third parties for processing, both inside and outside of the EU. This includes the onward transfer of personal data from a third party to another third party, as well as to other international organizations within the scope of this procedure.

Contacts for notices - Agreement and acceptance

Ginter	Supplier
Entity Name: GINTER TRANSPORTES LTDA	Entity Name:
Address: AV SAGITARIO, 138 – ED. London 8º Andar. Cep 06.473073 Barueri, SP- Brazil	Address:
Contact: Marcio Robalo	Contact:
Phone: 55 11 42089022	Phone:
Email:	Email:
Title:	Title:
Date:	Date:
Signature:	Signature:

Definitions

“Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.

“GDPR” means The EU General Data Protection Regulation which replaces the Data Protection Directive 95/46/EC and was designed to harmonize data privacy laws across Europe, to protect and empower all EU citizens data privacy and to reshape the way organizations across the region approach data privacy.

“Processing” means any operation or set of operations performed upon personal data or sets of personal data, whether by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Purpose of the Processing” is defined as the immigration-related services that the Data Importer is performing, has performed or will perform as detailed in the parties’ Service Agreement.

“Personally Identifiable Information (PII)” means any information related to a natural person or ‘Data Subject’ that can be used to directly or indirectly identify the person. It can be anything from a name, a photo, an email address, bank details, medical information, family history, biometric data, passports, visas, identity cards, immigration history, criminal records, nationality(ies), personal contact details and previous contact details, pay slips, gender and race information, marital status and supporting information, birth certificates, health conditions, CVs, personal financial information, or a computer IP address.

“Supplied Information” means information, regardless of form or the media in which it is maintained, that may be accessed, used, or disclosed by the Data Exporter to the Data Importer in connection with or incidental to the performance of services conducted by Partner for Ginter

“Data Processor”, “Data Controller”, “Personal Data”, “Data Subject”, “Personal Data Breach”, “Supervisory Authority”, “Process/Processing/Processed” shall have the same meaning as in the GDPR.

Supplier's Obligations

The Supplier provides at all times during the performance of this Agreement sufficient guarantees for its compliance with the requirements of the GDPR, FIDI and the applicable Data Protection Laws.

The Supplier shall not process any personal data for purposes other than which are strictly necessary for the performance of its obligations under the agreement in accordance with Ginter's documented instructions of service.

The Supplier shall treat the personal data as strictly confidential in accordance with the terms of the provisions on confidentiality in the Agreements or in any other applicable contract between Ginter and the Supplier, and ensures that all representatives authorized to process personal data in accordance with the provisions of the Agreements and this Data Agreement:

Are informed of the confidential nature of personal data;

- Have received appropriate training in relation to Data protection legislation.
- Are subject to user authentication and logon processes when accessing personal data.
- Have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality no less strict than as described in the Agreement and in the present Data Processing Agreement.
- Limit the access of Personally Identifiable Information only on a need-to-know basis.

The Supplier shall take appropriate technical and organizational measures:

- To assist Ginter in the fulfilment of its obligations to respond to requests from data subjects to exercise the lid down in Chapter III of GDPR, such as their right of access, their right to rectification, erasure, restriction of processing, their right to data portability, to challenge the processing of their data, or any other request, complaint or communication relating Ginter's obligations under the GDPR.
- To inform Ginter immediately upon becoming aware of such requests received directly from data subjects.
- To provide all data, requested by Ginter, within the timescale specified by Ginter.

The Supplier must ensure the fulfillment of obligations related to:

- The security of the processing under any applicable laws;
- The data breach notification obligation towards the supervisory authorities and towards the data subject;
- The carrying out of any data protection impact assessments and prior consultations with supervisory authorities that Ginter is obliged to perform.
- Retain personal information for only as long as necessary to fulfil the stated purposes or as required by law or regulations and thereafter appropriately eliminate such information.

Data Breach Notification

Notification of breach of any data system related to security, confidentiality or integrity: all Suppliers shall notify Ginter immediately following the discovery of any suspicious breach or violation of the security, confidentiality or integrity of any documentation, and the report must include the follow items: a. a brief summary of the facts; b. the status of the investigation; c. potential number of clients affected and the consequences of this event.

The Supplier shall notify the contact person:

Marcio Robalo

Email – marcioobalo@ginter.com.br

Phone - +55 11 42089022

Sub-processing

The Supplier shall not engage a sub-processor without prior specific notification to Ginter. When transferring personal data, the sub-processor shall ensure that an adequate level of protection has been established as follows:

The sub-processor has a contract in place, which uses either existing or approved data protection clauses to ensure adequate protection, approved codes of conduct or certification mechanisms, together with binding and enforceable commitments in the third-party country or international organization to apply the appropriate safeguards in relation to data subject rights.

The Supplier shall carry out adequate due diligence on such sub-processor to ensure that it is able to provide the level of protection for the personal data as required by this Data Processing Agreement.

Where the sub-processor fails to fulfil its data protection obligations, the Supplier shall remain fully liable before Ginter for the performance of the sub-processor's obligations.

Duration and Termination

This Data Processing Agreement is entered into for the duration set out in the Agreement, and in the absence thereof, for the duration of the cooperation between the Parties. The Data Processing Agreement may not be terminated in the interim. This Data Processing Agreement may only be amended by the Parties subject to mutual consent. The Supplier shall provide its full cooperation in amending and adjusting this Data Processing Agreement in the event of new privacy legislation.

Miscellaneous

The Data Processing Agreement and the implementation thereof will be governed by applicable laws. Any dispute arising between the Parties in connection with and/or arising from this Data Processing Agreement will be referred to the competent Brazilian court in the district where Ginter has its registered office. In the case of any inconsistency between documents and the appendices thereto, the following order of priority will apply:



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1. the Agreement;
2. this Data Processing Agreement;
3. additional conditions, where applicable.

Logs and measurements taken by the Supplier shall be deemed to be authentic, unless Ginter supplies convincing proof to the contrary.

IN WITNESS THEREOF, the Parties executed this Data Processing Agreement through their duly authorized representatives.

Entity Name: GINTER TRANSPORTES LTDA

Entity Name:

Representative: Marcio Robalo

Representative:

Email: marciobalo@ginter.com.br

Email:

Phone: +55 11 42089022

Phone:

____/____/____

____/____/____

Date

Date

Signature

Signature

