Predio Goodpark - Nave 5.
Colectora Ruta 2 Km. 39,5 - Ing. Allan, Buenos Aires.
T: (5411) 3221 6900 - **F:** (5411) 3221 6901
info@transpack.com.ar - **www.transpackinternational.com**

Data Processing Agreement

1- This agreement is signed by:

Company:

Located at: hereinafter referred to as THE AGENT.

And TRANSPACK ARGENTINA S.A., located at Colectora Ruta 2 Km. 39,5 – Ing. Allan, Province of Buenos Aires, Argentine Republic.

1.1

To achieve a perfect understanding and interpretation of this AGREEMENT, the following definitions will be adopted, along with the main definitions provided in Federal Law No. 25.326 ("Personal Data Protection Law" of the Argentine Republic), as listed below, in singular or plural, in masculine or feminine gender, unless expressly stated otherwise.

a) "Personal Data": any information obtained as a result of this Agreement and related to an identified or identifiable individual, such as, among others: name, Individual Taxpayer Registry, identification, residential or commercial address, landline or mobile phone number, email address, geolocation information, among others.

b) "Sensitive Personal Data": Personal Data about racial or ethnic origin, religious beliefs, political opinions, membership in a trade union or an organization of a religious, philosophical, or political nature, data relating to health or sexual life, genetic or biometric data, when linked to an individual.

c) "Data Subject": the individual to whom the Personal Data being processed refers.

d) "Processing": any operation or set of operations performed with Personal Data or sets of Personal Data, whether automated or not, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or any other form of availability, comparison, or interconnection, restriction, erasure, or destruction.

e) "Controller": the entity responsible for decisions regarding the processing of Personal Data, especially regarding the purposes and means of the processing of Personal Data.

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f) "Processor": the party processing Personal Data according to the Controller's instructions.

g) "Data Protection Officer": the person appointed by the Controller and the Processor to act as a liaison between the Controller, the Data Subjects, and the National Data Protection Authority.

h) "National Data Protection Authority": the entity responsible for overseeing compliance with the provisions of the General Data Protection Law of Argentina within the national territory.

i) "Incidents": any unauthorized, illegal, or accidental access, acquisition, use, modification, disclosure, loss, destruction, or damage involving Personal Data.

1.2 The Parties undertake to process Personal Data in strict compliance with the purpose established in the Object of this Agreement and for the period allowed in the Effective Term of the Agreement, as well as the General Data Protection Law of Argentina and other applicable privacy and data protection laws, in addition to the policies and rules applicable and imposed by TRANSPACK ARGENTINA, under penalty of receiving a fine for breach of the contract, without prejudice to any loss incurred by TRANSPACK ARGENTINA.

1.2.1 For the purposes of this Agreement, "Loss" means any damage, loss, liability, costs, expenses, and damages, including, but not limited to, attorney's fees, court costs, interest, and fines, including monetary penalties imposed by the National Data Protection Authority or any other situation requiring disbursement of amounts by TRANSPACK ARGENTINA, as the Controller, due to the processing of Personal Data by the agent, as the Processor, whenever events leading to such consequences arise from:

(i) breach by the agent, or third parties contracted by it, of complying with the provisions established in this Agreement, the General Data Protection Law, and other applicable privacy and data protection laws; or

(ii) any accidental or intentional exposure of Personal Data.

1.3 The agent undertakes not to transfer and/or share the Personal Data processed as a result of this contractual relationship with third parties, unless such sharing is essential for the fulfillment of the purpose of this Agreement and is done with the express written

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consent of TRANSPACK ARGENTINA for this purpose. When the transfer and/or sharing of Personal Data by the agent is authorized by TRANSPACK ARGENTINA, the confidentiality, integrity, and availability of such data must be ensured, maintaining the purpose for which the data was collected and subject to express consent.

1.4 The agent will not collect, use, access, retain, modify, disclose, transfer, or otherwise process personal data in a manner that distorts the purpose contained in the object of this Agreement, except in cases where TRANSPACK ARGENTINA is aware of and expressly authorizes such actions in writing. The agent also undertakes to institute and maintain a comprehensive security program to protect the information required for the processing of Personal Data, including, but not limited to, adopting risk management, access control policy, identity management policy, and policies for employee awareness and training.

1.5 Given the heightened legal rigor required for Sensitive Personal Data, the agent acknowledges that operations involving the Processing of such data will ensure adequate technical safeguards that can maintain the integrity, confidentiality, and security of this information. The agent undertakes to carry out the Processing of Sensitive Personal Data only when strictly necessary to comply with contractual provisions.

1.6 Considering the Processing of Personal Data carried out by the agent or its affiliates, employees, representatives, subcontractors, the agent must ensure that any person involved in the Processing of Personal Data on its behalf, under this Agreement, complies with all provisions contained in this AGREEMENT.

1.6.1 The agent will keep updated and mapped records of the Personal Data Processing operations; such records will contain the categories of processed data, the individuals involved in the activity, the purpose of the various processing activities carried out, and the duration in which the personal data will be processed and stored after fulfilling its original purpose.

1.7 As a result of signing this Agreement, the agent expressly authorizes TRANSPACK ARGENTINA, through its Controller and with prior notice sent at least forty-eight (48) hours in advance, to audit its systems and/or internal procedures related to the processing of Personal Data required for the fulfillment of this Agreement, in order to verify compliance with the provisions contained in this AGREEMENT, as well as

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compliance with the General Data Protection Law of Argentina and other applicable privacy and data protection laws, or as a result of summons from the Argentine Data Protection Authority.

1.7.1 The procedure described in item 1.7. above will be carried out by TRANSPACK ARGENTINA, its affiliates, or a third party contracted exclusively for this purpose. During the audit, the agent must ensure the following:

(i) full access to the facilities and information files (in printed or electronic format) related to the object of this Agreement; and

(ii) full support from employees to carry out necessary diligence measures.

1.7.2 In case of inconsistencies or irregularities found during the audits, the agent must provide an immediate solution, demonstrating to TRANSPACK ARGENTINA that mitigation measures were taken within a period not exceeding forty-eight hours (48).

1.8 The agent shall, upon request by TRANSPACK ARGENTINA, or upon termination of the existing contractual relationship and obligation, return/provide all Personal Data shared due to the fulfillment of the object of this Agreement, in addition to proceeding with the definitive and permanent deletion of such data, sending proof of anonymization or deletion.

1.9 If the agent is required to provide or disclose Personal Data due to a court order or official notice, they must notify TRANSPACK ARGENTINA, within a maximum period of forty-eight (48) hours, of the event, allowing legal measures to be taken in a timely manner to prevent or mitigate the effects resulting from the disclosure of personal data related to this requisition or its objects. Similarly, in case the agent is notified by the Data Protection Authority to provide clarifications as a result of providing services covered by this Agreement, they must notify the Data Protection Officer and the Controller, within forty-eight (48) hours to provide the necessary information and follow up on notifications.

1.10 In case of any Incident involving Personal Data processed as a result of this contractual relationship, the agent must notify TRANSPACK ARGENTINA by email and certified letter, within forty-eight (48) hours, after becoming aware of such Incident, reporting:

(i) the date and time of the Incident;

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(ii) date and time of the agent's investigation into the Incident;

(iii) description of the data involved;

(iv) quantity of data involved;

(v) Data Subjects affected by the event; and

(vi) description of the possible consequences of the Incident.

1.11 The agent shall cooperate fully to facilitate the investigation and resolution of a data breach and shall not report any data breach to any third party without first obtaining the written consent of TRANSPACK ARGENTINA, unless strictly required by Privacy Laws, in which case, unless prohibited by law, they shall notify TRANSPACK ARGENTINA before informing third parties, always limiting the disclosed information to what is required by the Privacy Law.

1.12 The agent agrees to defend and assist TRANSPACK ARGENTINA to prevent or mitigate risks and reimburse it in case it is determined that the agent is individually or jointly responsible for the data breach. Losses incurred by TRANSPACK ARGENTINA or any other situation requiring disbursement of monetary amounts by TRANSPACK ARGENTINA to respond, remedy, and/or mitigate the damages caused by an Incident.

1.13 Mediation and Jurisdiction. This policy is subject to the laws of the Argentine Republic.

1.13.1 Any dispute arising out of or relating to this agreement, including as to its interpretation or enforcement, shall be mandatorily submitted to Mediation, managed by the Argentine justice system, being able to resolve issues involving Users who are data subjects.

1.13.2 Any dispute not resolved through mediation shall be processed in the Federal Courts of the Argentine Republic.

SIGNATURES AGENT:

NAME:

POSITION:

GLOBAL
MOBILITY

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DATE: