APPENDIX

COMPLIANCE WITH THE GDPR

GENERAL DATA PROTECTION REGULATION

Introduction. Definitions within the framework of the GDPR and PDPL

1. PERSONAL DATA PROTECTION PROVISIONS

   All legal provisions applicable in the context of personal data protection and personal information security, whether international, Community, or national, such as the General Data Protection Regulation, the Personal Data Protection Law and other Supplementary Legislation in force in Portugal.

2. DATA CONTROLLER

   "Data Controller", a natural or legal person, public authority, agency or other body, which, individually, or in conjunction with others, determines the purposes and means of the processing of personal data;

3. DATA PROCESSOR

   "Data processor", a natural or legal person, public authority, agency or other body that processes personal data on behalf of the data controller";

Clause 1

(Compliance with the PERSONAL DATA PROTECTION PROVISIONS)

1. Each Party shall act in accordance with all provisions in force in Portugal regarding personal data protection and information security, which provisions are hereinafter referred to as the PERSONAL DATA PROTECTION DATA PROVISIONS, and comply with their corresponding obligations.

2. The PERSONAL DATA PROTECTION PROVISIONS include all legal provisions that are in force and applicable in Portugal, and all interpretations or decision of administrative bodies or courts with regard to the said matters and all recommendations, codes of conduct or certification mechanisms issued by a supervisory authority, that are in force and applicable.

Clause 2
(Data controller and data processor)

Both parties agree, within the framework of the Contract concluded between the Parties that in matters of personal data protection and information security, SOMINCOR shall be the DATA CONTROLLER and Supplier shall be the DATA PROCESSOR, in accordance with the definitions in and general terms of the PERSONAL DATA PROTECTION PROVISIONS.

Clause 3
(Technical and organisational measures)

The DATA PROCESSOR shall implement and execute appropriate technical and organisational measures in such a way that the processing complies with the requirements of the PERSONAL DATA PROTECTION PROVISIONS, and shall ensure the protection of the rights of data subjects and bear the cost of the implementation of the said measures, as an integral part of the services that fall within the scope of the Contract.

Clause 4
(Subcontracting)

1.	The DATA PROCESSOR is not authorised to engage another data processor without the prior specific or general authorisation in writing of the data controller.

2.	In the event that a written general authorisation has been granted, the DATA PROCESSOR shall give notice to the data controller of all intended alterations in terms of any increase in the number of other data processors, or the replacement thereof, and give the data processor the opportunity to oppose the said alterations.

3.	In the event that the DATA PROCESSOR engages another data processor to carry out specific data processing operations on behalf of the data controller, the same data protection obligations as are stipulated by this Appendix shall be imposed on the said other data processor, by contract, or by some other act of law pursuant to the law of the European Union or its Member States, and guarantees shall be provided by the said other data processor to ensure that it will comply with the obligations in the PERSONAL DATA PROTECTION PROVISIONS.

4.	In the event that the DATA PROCESSOR engages another data processor to carry out specific data processing operations on behalf of the data controller, and the said other data processor fails to comply with its data protection obligations, the first data processor shall remain fully liable to the data controller for compliance with the obligations of the said other data processor.

5. In the event that the DATA PROCESSOR engages another data processor to carry out specific data processing operations on behalf of the data controller, the corresponding contract shall be in writing, including in an electronic format.

Clause 5
(Binding obligations)

The processing of personal data in the context of data controller / data processor relations between the parties is subject to this Appendix.

Clause 6
(Circulation and transfer of personal data)

The DATA PROCESSOR is not authorised, without the prior specific or general authorisation, in writing, of the data controller, subject also, in the case of general authorisations, to compliance with the corresponding instructions, to transfer personal data to third parties, including data transfers to third countries or international organisations, unless obliged to do so by EU Law, or by the law of the Member State to which it is subject, when it shall give notice to the data controller of the said legal requirement prior to the processing, unless the law prohibits such notice for important public interest reasons.

Clause 7
(Confidentiality Commitment)

The DATA PROCESSOR shall ensure that the staff, employees or persons authorised to process personal data have given a confidentiality undertaking, or are subject to appropriate legal obligations with regard to confidentiality;

Clause 8
(Security measures)

1. The DATA PROCESSOR shall take all appropriate technical and organisational measures to ensure a level of security that is appropriate in terms of the risk, taking into consideration the most advanced techniques, the implementation costs and the nature, scope, context and purposes of the processing, together with the risks and the probability and variable seriousness thereof in terms of the rights and freedoms of natural persons.

2. The DATA PROCESSOR shall, inter alia, apply such of the following measures as is most appropriate:

   a) pseudonymisation and encryption of personal data;

   b) measures to ensure the permanent confidentiality, integrity, availability and resilience of the processing systems and services;

   c) measures to restore the availability of and access to personal data in a timely manner in the event of physical or technical incidents;

   d) procedures for the regular testing, assessment and evaluation of the effectiveness of the technical and organisational measures in the guaranteeing of processing security.

3. The DATA PROCESSOR shall assess the adequacy of the security level, taking into consideration the risks involved in the data processing it is carrying out.

4. The DATA PROCESSOR shall implement all measures necessary in order to prevent the accidental or unlawful destruction, loss or alteration, disclosure or unauthorised accessing of personal data transferred, stored or subject to any other type of processing type within the context of the agreement.

Clause 9
(Compliance by staff and employees)

1. The DATA PROCESSOR shall ensure that the activities of all its staff and employees are in accordance with the PERSONAL DATA PROTECTION PROVISIONS.

2. The DATA PROCESSOR shall ensure the implementation of the security measures necessary for the said compliance and shall make confidentiality agreements, in the form of contracts in writing, with the said staff or employees.

3. Whenever necessary in order to carry out personal data processing pursuant to the agreement, the DATA PROCESSOR shall ensure the consent of all its staff and employees, in accordance with the PERSONAL DATA PROTECTION PROVISIONS.

4. The DATA PROCESSOR shall take such measures as are deemed appropriate in order to ensure the reliability of the processing of personal data by its staff and employees, and shall be responsible for the appropriate training thereof in order to ensure that their activity is in accordance with the PERSONAL DATA PROTECTION PROVISIONS.

Clause 10
(Assistance to the data controller)

1. Assistance in the response to the exercise of data subjects' rights:

   Taking the nature of the processing into consideration, the DATA PROCESSOR shall assist the data controller, via appropriate technical and organisational measures, in order to enable the data controller to comply with its obligation to respond to applications made by data subjects in order to exercise their personal data protection rights, as provided in the PERSONAL DATA PROTECTION PROVISIONS, by recording and giving notice to the data controller, within two business days, of all applications made by data subjects, whether the same are complaints or any other applications related the parties' obligations with regard to compliance with the PERSONAL DATA PROTECTION PROVISIONS.

2. Assistance in the notification or communication of personal data breaches:

   In the light of the nature of the processing and information at its disposal, the DATA PROCESSOR shall assist the data controller in order to ensure compliance by the data controller with the obligations provided in the PERSONAL DATA PROTECTION PROVISIONS with regard to the notifications or communication of personal data breaches.

3. Assistance in the implementation of impact assessments:

   In the light of the nature of the processing and information at its disposal, the DATA PROCESSOR shall assist the data controller in order to ensure compliance by the data controller with the obligations provided in the PERSONAL DATA PROTECTION PROVISIONS with regard to the conduct of assessments of the impact of the processing operations contemplated on personal data protection.

4. Assistance in the conduct of prior consultations:

   In the light of the nature of the processing and information at its disposal, the DATA PROCESSOR shall assist the data controller in order to ensure compliance by the data controller with the obligations provided in the PERSONAL DATA PROTECTION PROVISIONS with regard to prior consultations of the supervisory authorities.

Clause 11
(Data retention)

1. The DATA PROCESSOR shall comply with the time limits imposed by the PERSONAL DATA PROTECTION PROVISIONS with regard to the retention of personal data, and shall comply with the general or special instructions given by the data controller regarding the same.

2. Depending on the decision of the data controller, the DATA PROCESSOR shall erase all personal data, or return the same to the data controller, after the conclusion of the supply of services related to the processing thereof, and erase all existing copies, unless the retention of the data is required pursuant to EU law or the law of the Member States.

Clause 12
(Duty to provide information)

1. The DATA PROCESSOR shall provide the data controller with all information necessary in order to prove compliance with the obligations provided in the PERSONAL DATA PROTECTION PROVISIONS with regard to personal data protection and information security.

2. The DATA PROCESSOR shall particularly give immediate notice to the data controller, if any instruction is, in its opinion, contrary to the Contract or this Appendix, or other provisions of EU law or of the law of the Member States with regard to data protection.

Clause 13
(Audits and inspections)

The DATA PROCESSOR shall permit or facilitate all audits or inspections, conducted by the data controller, or by an auditor instructed by the data controller, which are deemed to be necessary in the context of the agreement, and assumes the liability to pay the increased costs associated with the said audits or inspections, whenever it is solely responsible for the non-conformances detected.

Clause 14
(Processing under the authority of the data controller)

The DATA PROCESSOR, or any person acting under its authority, that has access to personal data, shall not process the said data other than on the instruction of the data controller, save when the DATA PROCESSOR is required to process the same pursuant to EU law or the law of the Member States.

Clause 15
(Records of processing activities)

1. The DATA PROCESSOR and, where appropriate, its representatives or data processor subcontractors, shall keep a record of all categories of processing activities carried out on behalf of the data controller.

2. The said record shall include:
   a) The name and contacts of the DATA PROCESSOR or its data processor subcontractors, and, if the case, of the representative of the data controller or the subcontractor, and of the data protection officer;
   b) The categories of personal data processed on behalf of each data controller;
   c) If applicable, transfers of personal data to third countries or international organisations, including the identification of the said third countries or international organisations, and, in the case of the transfers referred to in Article 49(1), second paragraph, of the GDPR, the documentation that proves the existence of the appropriate guarantees;
   d) If possible, a general description of the technical and organisational security measures referred to in Article 32(1) of the GDPR.
3. The record shall be in writing, including in electronic format.
4. The DATA PROCESSOR and, if any, its subcontractors, shall make the record available to the data controller and the supervisory authority, on request, in accordance with the PERSONAL DATA PROTECTION PROVISIONS.

Clause 16
(Duty of co-operation)

The DATA PROCESSOR shall cooperate with the data controller whenever there is a need to respond to the requests of the supervisory authority, within the ambit of the performance of its duties.

Clause 17
(Duty to notify personal data breaches)

1. The DATA PROCESSOR shall implement a personal data and information security incident management system.
2. In the event of any personal data breach, the DATA PROCESSOR shall give notice thereof to the data controller, without undue delay and, whenever possible, within 12 hours of being aware thereof, unless the personal data breach is not such as will give rise to a risk to the rights and freedoms of natural persons.
3. If notice is not given within 12 hours, it shall be accompanied by a statement of the reasons for the delay.
4. The said notice shall, at least:
   a) Describe the nature of the personal data breach, including, if possible, the categories and approximate number of data subjects affected, and the categories and the approximate number of personal data records in question;

b)   State the name and contacts of the data protection officer, or of another point of contact, from which more information can be obtained;

c)   Describe the probable consequences of the personal data breach;

d)   Describe the measures taken, or proposed, by the DATA PROCESSOR, in order to remedy the personal data breach, including, where appropriate, measures to mitigate its possible negative effects;

5.   If it is not possible to provide all information at the same time, it may be provided in stages, without undue delay.

6.   The DATA PROCESSOR shall document all personal data breaches, including the facts related thereto, the effects thereof and the remedial measure adopted, and make this documentation available to the data controller.

Clause 18
(Liability and damages)

The DATA PROCESSOR shall indemnify the data controller with regard to all damage caused by personal data, as a consequence of its conduct, or the conduct of any of its subcontractors, whether the said damage arises from breach of the terms of the Contract or this Appendix, or is due to the breach of the terms of the PERSONAL DATA PROTECTION PROVISIONS.

Clause 19
(Data Protection Office)

For the exercise of any type of data protection and privacy rights or for any subject related to the data protection, privacy and information security, SUBCONTRACTOR may contact the Data Protection Office by electronic mail at nc.protecaodedados@lundinmining.com, describing the subject matter of the request and indicating an email address, a telephone number or a postal address.

In addition to these general conditions, all measures provided in the Contract or in other contractual instruments concluded between the parties for the purposes of personal data processing shall apply.