PERSONAL DATA TRANSMISSION AGREEMENT BETWEEN ARD, INC. COLOMBIA BRANCH AND [✹]

(i)   On one side, [✹], of legal age, identified with Citizenship Card (C.C.) No. [✹], domiciled in [✹], Colombia, representing, in the capacity of Legal Representative, ARD Inc. Colombia Branch Colombia (hereinafter "**ARD**"), a company legally established under the laws of Colombia, identified with Tax Identification Number (NIT) 830.084.362-2, which, for the purposes of this Personal Data Transmission Agreement, will be referred to as the "Data Controller" and/or "Controller.

(ii)   On the other side, [✹], identified with [✹], domiciled in [✹], acting in the capacity of [✹]on behalf of the company [✹] (hereinafter "**THE CONTRACTOR**"), a company legally constituted under the laws of Colombia with its main place of business being located at [✹], which hereinafter and for the purposes of the Contract, referred to as "Data Processor" and/or "Processor";

Together, the "Parties," and individually, one "Party" and the "Other Party", hereby enter into this Personal Data Transfer Contract, as delineated below:

Considerations

(i) ARD and   [✹] entered into a [✹]Contract (hereinafter the "Contract") on [✹] [✹] **of the year** [✹]. The object of this Contract is [✹], the processing and transmission of Personal Data.

(ii) The general framework for the Personal Data protection, primarily outlined in Law 1581 of 2012 and Decree 1074 of 2015, along with their amending and regulatory rules (hereinafter the "**Applicable Legislation**"), impose several obligations that govern data processing activities. Hence, these regulations must be taken into account within the scope of the services provision covered by the Contract.

(iii) ARD, acting as the Data Controller, and the CONTRACTOR, acting as the Processor, aim to define the particular terms that will regulate the processing of Personal Data that will be shared between the Parties for the fulfilment of the Contract´s objective.

(iv) Consequently, the Parties decide, by mutual agreement, to undertake the obligations and conditions delineated in this Personal Data Transfer Contract (referred to as "the **Data Transfer Contract**"). Once duly signed, this Contract will become an integral part of the Contract, and as such, must always be construed and interpreted in conjunction with the Contract.

(v) The terms and conditions of this Data Transmission Agreement may be modified at the discretion of the Parties or in response to new regulations issued by the competent data protection authorities, that makes it necessary to alter its terms.

CLAUSES

1. DEFINITIONS

1.1   When used in this Data Transmission Agreement, whether in their singular or plural forms, the following terms shall have the meanings assigned to them below, unless expressly indicated otherwise:

"**Personal Data**" refers to any information that, either directly or indirectly, whether on its own or in conjunction with other data, can identify or be used to identify an individual. Examples of Personal Data include but are not limited to name, address, nationality, date of birth, Internet Protocol (IP) number, email address, bank account number, professional registration, and geolocation.

"**Sensitive Personal Data**" means any Personal Data that may affect an individual's privacy or could be misused in a way that may result in discrimination, such as data related to racial or ethnic origin, religious beliefs, political opinions, membership of a trade union or an organisation of a religious, philosophical or political nature, information concerning health or sex life, and genetic or biometric data, among others.

"**Data Owner(s)**" means any identified or identifiable natural person who is identified or can be identified, whose Personal Data is subjected to Processing.

"**Transmission of Personal Data and/or Transmission**" means the communication of the Personal Data from the Data Controller to the Processor for Processing, in adherence to the purposes and instructions specified by the Controller, and acting on behalf of the Controller.

"**Processing**" means all operations conducted on Personal Data or Sensitive Personal Data, including but not limited to the collection, generation, reception, classification, use, access, reproduction, transmission, transfer, distribution, elaboration, archiving, storage, deletion, evaluation or control of information, as well as its modification, communication, transfer, dissemination or extraction.

"**Security Incident(s)**" means the breach of security codes or the loss, as well as the theft and/or unauthorized access to Personal Data under the management of the Controller or Processor.

1.2   The terms "**Processor**" and "**Controller**" shall carry the same meaning attributed to them in the Applicable Legislation.

2. OBJECTIVE OF THE DATA TRANSFER CONTRACT

By virtue of this Data Transmission Agreement, ARD will transmit to the CONTRACTOR the Personal Data described in Annex 1 of this document,. This transfer is exclusively for the purpose of providing the services delineated in the Contract and complying with the objectives described in the aforementioned Annex 1. The CONTRACTOR commits to maintain the transmitted data strictly confidential and confidential. The Parties agree that ARD's Personal Data Processing Policy, accessible at any time via the following link [✳], shall be applicable to the transfer of the Personal Data referred to in this Data Transfer Agreement:.

3. OBLIGATIONS OF THE CONTRACTOR

3.1	Without prejudice to the other obligations stipulated in this Data Transmission Agreement and its additional annexes, the CONTRACTOR undertakes to:

(i) Comply with the Applicable Legislation consistently and comprehensively, adopting suitable technical, legal, administrative, and organizational measures according to the nature of its activities, preserving evidence of such compliance.

(ii) Notify ARD if it gains access to Personal Data not covered in Annex 1 of this Data Transmission Agreement.

(iii) Safeguard the confidentiality and both the technical and legal security of Personal Data received from ARD, or obtained during the execution of the Contract, on its own behalf and on behalf of Authorized Persons.

(iv) Cooperate with ARD to fulfill obligations associated with the exercise of the rights of the Personal Data Owners, as outlined in the Applicable Legislation, and to comply with any requirements of the Inspection Authorities.

(v) Provide support to ARD, as needed, to meet ARD's responsibilities, arising from its role as Controller, related to the reporting of Security Incidents to the SIC, as applicable.

(vi) Process the Personal Data transmitted solely and exclusively for the purposes of the Contract and the objectives described in Annex 1 of this document, with any further processing expressly prohibited under all circumstances and for any alternative purpose. The only exception to this prohibition is in cases of compliance with a legal or regulatory obligation, in which the CONTRACTOR assumes sole responsibility for the Personal Data and must have prior, explicit, and informed consent from the Data Owner to carry out such processing.

(vii) Adopt adequate and sufficient information security measures to address the risk of its activities.

(viii) Allow ARD to conduct audits and inspections, whether directly or through third parties, if it deems it necessary, to verify the proper compliance with the obligations outlined in this Data Transmission Agreement.

(x) Notify or respond within five (5) business days of the CONTRACTOR becoming aware of any of the following:

> (a) The receipt of any communication from the Superintendence of Industry and Commerce or from Personal Data Owners requesting the provision or disclosure of some or all of the Personal Data.

> (b) The occurrence of any Security Incident, accompanied by the following information: i) the Personal Data was subject of the Security Incident, the amount and type of Personal Data involved, and the number of Data Owners affected; (ii) the repercussions and potential causes of the Security Incident; iii) description of the measures taken to mitigate the potential impact of the Security Incident on the Data Owners; (iv) whether the Security Incident affected the entire database or only certain data contained therein; (v) the precise date on which the Security Incident occurred and the date on which the CONTRACTOR became aware of it; (vi) a

3

description of the mitigation and management measures taken or planned for the security incident, and (vi) any other information requested by ARD to comply with the provisions of the Applicable Law and other relevant legislations.

(c) The receipt of any type of request made by Data Owners and addressed to the CONTRACTOR, concerning the Processing of the Personal Data transmitted.

(d) Requests for information from ARD regarding (i) the Processing of Personal Data, and (ii) compliance with the obligations outlined in this Data Transmission Agreement and in the Applicable Legislation, providing supporting documents, as appropriate.

(xi) Notify ARD if the CONTRACTOR is subject to any laws and/or regulations that prevent its full compliance with any provisions of this Data Transmission Agreement.

(xii) Promptly inform ARD if the CONTRACTOR no longer fully complies with the obligations outlined in this Data Transmission Agreement with the provisions of the Applicable Law, and other applicable legislation, guaranteeing ARD, in this case, the right to terminate the Contract early, without penalty or payment, or to suspend the execution of the same until the CONTRACTOR complies with this Data Transmission Agreement, the Applicable Law and other relevant legislation.

(xiii) At ARD's discretion, either destroy or return all Personal Data, including any existing copies, immediately upon the termination of the Agreement, for any reason.

3.2   Without prejudice to any other applicable legal prohibitions, the CONTRACTOR may not:

(i) Engage in any form of Processing of Personal Data that contradicts the documented purposes specified by ARD in Annex 1 of this Data Transmission Agreement, or for any other purpose other than those defined in the Agreement;

(ii) Sell, share or transfer the Personal Data transmitted to Third Parties, in any name, without the prior and explicit authorization of ARD and, when applicable, of the respective Data Owners.

(iii) Copy, transfer, duplicate or take any action aimed at creating a new database containing the Personal Data, other than the one initially contracted or authorized by ARD, without its prior and express authorization;

(iv) Use any type of tool, technology, reverse engineering or any other method that attempts to identify the Data Owners, when ARD has shared the data in such a way that it is not possible to directly identify the Data Owners without cross-referencing with other information or without access to the identification key.

(v) Transfer or transmit Personal Data without obtaining prior approval from ARD;

4. ARD'S OBLIGATIONS

4.1   Without prejudice to its other obligations under this Data Transmission Agreement and the Contract, ARD agrees to:

(i) In addition to the instructions contained in the Contract, expressly provide to the CONTRACTOR all other instructions related to the Processing of Personal Data that may be necessary for the performance of the Contract.

(ii) Cooperate with the CONTRACTOR in fulfilling the obligations related to the exercise of the rights of the Data Owners of the Personal Data as provided for in the Applicable Legislation and other applicable regulations, as well as in addressing any requests from the Superintendence of Industry and Commerce.

(iii) Report security incidents to the competent authorities in accordance with the applicable legal requirements.

(iv) Make ARD's Personal Data Processing Policy available to the CONTRACTOR.

5. SUBCONTRACTING

5.1   In cases where the Contract permits subcontracting of the services by the CONTRACTOR, the CONTRACTOR undertakes to:

(i) Maintain the integrity and accuracy of the Personal Data initially shared by ARD, updating, correcting, or deleting it as per ARD's instructions.

(ii) Contract Third Parties by means of a written agreement containing data protection provisions at a level not less than those specified in this Data Transmission Agreement. The CONTRACTOR shall also provide a copy of such signed Agreement to ARD.

5.2   In any case, the CONTRACTOR is fully and exclusively responsible for all actions carried out by the Third Parties hired by it, and for all damages, whether direct or indirect, caused to ARD, Data Owners of Personal Data, and Third Parties as a result of the improper actions of the Third Parties hired by the CONTRACTOR. The CONTRACTOR is responsible for fully reimbursing ARD for any expenses incurred as a result of such actions or damage, in accordance with the terms of section 6 below.

6. RESPONSIBILITIES OF THE PARTIES

6.1   Each Party is fully liable for any damages, direct and indirect, including loss of profits, moral damages, costs and expenses (including consultants' fees, if any) resulting from or related to the improper or unauthorized Processing of Personal Data due to its fault and/or intention of subcontractors that violate this Data Transmission Agreement, Applicable Law, and other applicable rules or regulations. This liability may arise from various situations, including:

(i) Violation of the rights of Personal Data Owners and Third Parties.

(ii) Breach of any obligation, representation, or warranty as stipulated in this Data Transmission Agreement by the CONTRACTOR or individuals subcontracted by the latter.

(iii) Security incidents caused by the CONTRACTOR or persons subcontracted by the latter.

6.2   The Parties acknowledge that Data Owners of the Personal Data have the right to seek reimbursement for any damages caused by ARD and/or the CONTRACTOR, and may even initiate administrative or legal actions for damages. In such cases, the liable Party may seek recourse against the other Party if the damage results from the fault and/or intention of the other.

6.3   If ARD faces a lawsuit due to damages caused to a Data Owner as a result of actions attributable to the CONTRACTOR, ARD has the authority to summon the CONTRACTOR to join the legal proceedings. The CONTRACTOR is required to participate and assume the role of the defendant or cooperate in ARD's defense. The CONTRACTOR must acknowledge its responsibility for the claims made in the lawsuit that are attributable to it and provide ARD with all requested documentation necessary to ensure ARD's proper and comprehensive defense before the competent authority.

7.   OTHER MATTERS

7.1   By signing this Data Transmission Agreement, the Parties agree that the stipulations contained within it shall automatically and effectively become an integral part of the Contract.

7.2   In the event of any conflict or ambiguity between the terms and conditions of this Data Transmission Agreement, the Contract, and other annexes, in relation to Personal Data Processing activities, the terms and conditions outlined in this Data Transmission Agreement shall prevail and serve as the governing provisions.

7.3   If any provision or clause of this Data Transmission Agreement is declared null or void, or if there are changes to the Applicable Legislation or the issuance of regulations or guidelines by the Superintendence of Industry and Commerce after the execution date of this Data Transmission Agreement, which requires modifications, all other provisions shall remain valid and in effect. The Parties shall then proceed to amend the affected section while preserving its original intent.

7.4   This Data Transmission Agreement shall come into effect upon its signature date and shall remain in force for the same duration as the Contract, with the possibility of renewal under the same terms and conditions.

7.5   All notifications and other communications pertaining to the Processing of Personal Data between the Parties shall be in written form and directed to the following contacts:

For ARD: on [✸] [✸], [✸]
Name: [✸]
Telephone: [✸]
Email: [✸]
Address: [✸]

For the CONTRACTOR:
Name: [✸]
Telephone: [✸]
Email: [✸]
Address: [✸]

7.6. If one of the Parties changes its contact information, it must inform the other Party of these changes. Until such communication is made, any notices, communications, or notifications sent to the previously provided contact details shall remain valid and effective.

Signed on [✴] [✴], [✴]

By ARD: By THE CONTRACTOR:

_____   _____
Name: Name:
Position   Position:

Annex 1

Personal Data	Nature of Personal Data (Public, Private or Sensitive)	Purpose of the Data Processing
[✴]	[✴]	[✴]