LGPD Addendum for Confluent Cloud

This LGPD Addendum for Confluent Cloud ("**Addendum**"), forms part of the Confluent Cloud Services Agreement or other written or electronic terms of service or subscription agreement ("**Agreement**") and the respective data processing agreement ("**DPA**") between the Confluent entity which entered into the Agreement ("**Confluent**") and the **Customer** signatory hereto. The provisions of this Addendum are effective solely to the extent the LGPD (as defined below) applies.

Unless otherwise agreed, this Addendum will be effective as of the date of the last signature hereof. The term of this Addendum corresponds to the effectiveness of the DPA. All capitalized terms not defined in this Addendum shall have the meanings set forth in the Agreement and/or in the DPA.

In consideration of the mutual obligations set forth herein, the parties hereby agree that the terms and conditions set out below shall be added as an addendum to the DPA.

1.   Definitions

(a)   "**ANPD**" means the Brazilian Data Protection Authority or *Autoridade Nacional de Proteção de Dados*; and

(b)   "**LGPD**" means the Brazilian Law No. 13,709 of August 14th, 2018 (Brazilian General Data Protection Law or *Lei Geral de Proteção de Dados Pessoais*).

2.   Instructions

This Addendum has been pre-signed on behalf of the applicable Confluent entity. To enter into this Addendum, you must:

(a)   be a customer of the Cloud Services;

(b)   have entered into a DPA with Confluent;

(c)   complete the signature block below by signing and filling out all fields; and

(d)   submit the completed and signed Addendum to your Confluent account team and/or to privacy@confluent.io.

The Addendum will only be effective if executed and submitted to Confluent accurately and in full accordance with this section. If you make any deletions or other revisions to this Addendum, then this Addendum will be considered null and void.

3. Processing of Customer Personal Data

3.1   Role of the parties. The parties acknowledge and agree that:

(a)   Confluent is a processor ("*operador*") of Customer Personal Data under the LGPD, being Confluent's obligations towards the Customer under the scope of the Addendum those express obligations imposed by the LGPD on a Processor ("*operador*");

(b)   Customer is a controller ("*controlador*") or processor ("*operador*"), as applicable, of Customer Personal Data under the LGPD; and

(c)   each party will comply with the obligations applicable to it under the LGPD with respect to the processing of Customer Personal Data.

3.2   Purpose of the processing. Confluent will handle Customer Personal Data in accordance with the LGPD and only for the purposes described in the Agreement and/or DPA. Confluent shall ensure that its employees also do so.

3.3   Supervisory Authority. Where the data processing is governed by the LGPD, the ANPD is the competent data protection supervisory authority.

3.4   Cross-Border Transfers. Whenever transferring Customer Personal Data to another jurisdiction outside of Brazil, Confluent shall comply with the principles and the rights of data subjects and further provisions outlined in the LGPD. The parties agree to review this Addendum in good faith as soon as the ANPD publishes the text of Standard Contractual Clauses or other model of data transfer agreement valid in Brazil.

4. Miscellaneous

4.1   Conflict with Brazilian law. To the extent the LGPD applies to the processing of Customer Personal Data, the rights and/or obligations outlined in the Agreement and/or in the DPA which may conflict with Brazilian law shall not apply to the extent of the conflict.

4.2   Translation. If this Addendum is translated into Portuguese or any other language, and there is a discrepancy between the English version and the respective translation, the English version will prevail.

4.3   Applicable Law & Jurisdiction. This Addendum shall be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement, unless otherwise required by the LGPD.

4.4   Changes and/or Updates. To the extent reasonably necessary to comply with changes to applicable Data Protection Laws or in response to guidance or mandates issued by any court, regulatory body, or supervisory authority with jurisdiction over Confluent, Confluent may modify, amend, or supplement the terms of this Addendum. Confluent will endeavour to provide prior written notice of any such

changes to Customer by posting a notice on Confluent's website and/or in Customer's Confluent Cloud web portal, where applicable.

4.5   Conflicts. This Addendum supersedes any conflicting or inconsistent provisions in the Agreement, DPA or in any other addendum, amendment, annex or agreed document related to data protection and, in the event of ambiguity, this Addendum will prevail. The Agreement and the DPA, as amended and modified by this Addendum, otherwise remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their authorized representative effective as of the date of the last signature below. Notwithstanding the signatures below, an entity is not a party to this Addendum unless they are a party to the Agreement.

Confluent, Inc.

DocuSigned by:

Paty Hanna

Signature: _____
3B1D23CF3FAE40C...

Name: _____

Title: _____

Date: _____

Confluent Europe Ltd.

DocuSigned by:

Gary Holmes

Signature: _____
6FDCAF3BC49747D...

Name: _____

Title: _____

Date: _____

Customer

Customer Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____