CCLA

PERSONAL DATA PROTECTION POLICY PERU.

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1. OBJECTIVES.

The objective of this Policy on the Protection of Personal Data (hereinafter, the "Personal Data Protection Policy" or the "Policy") is to promote compliance with the regulations on personal

data protection governed by Law No. 29733, Personal Data Protection Law ("LPD") and its Regulations approved by Supreme Decree 003-2013-JUS ("RLPDP").

The Guidelines included in this policy are issued by CCLA Perú SRL, AND CCLA Property Development S.R.L (hereinafter "CCLA" or the "Company") and constitute the terms and conditions that govern the processing of their personal data.

2. SCOPE.

CCLA is responsible for the processing of personal data that it collects in writing, by telephone, or through the use of any of our online services, among which is the website https://cclagroup.com/ (the "Site").

This Personal Data Protection Policy establishes the manner in which CCLA carries out the processing of personal data in compliance with the LPD and the RLPDP.

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CCLA reserves the right to periodically update this Policy, including taking into account any change in the applicable law and/or provisions of the Personal Data Protection Authority (hereinafter, the "APDP"). Substantial changes and updates to the Policy will be brought to the attention of the interested parties by updating the link to the Policy in the footer of the Site.

Before using the Site, the User declares to have carefully read this Policy. Additionally, CCLA recommends regularly reviewing this policy to obtain the most recent version. In the event of significant changes, CCLA will inform the User through a notice on the Site and will obtain a new authorization if necessary.

This Policy, together with the Terms and Conditions and any other document mentioned therein, establishes the basis on which we will protect and process their data.

Likewise, and in relation to the special relationships with suppliers and employees, CCLA has included a specific section with the special terms and conditions applicable to said contractual relationships in the contracts themselves.

3. DEFINITIONS.

- "Personal Data" means any information about a natural person that identifies them or makes them identifiable through means that can be reasonably used.
- "Processor" is any natural person, private legal entity, or public entity that, alone or jointly with another, processes personal data on behalf of the controller of the personal data bank by virtue of a legal relationship that binds it to the latter and defines its scope of action. It includes whoever carries out the processing without the existence of a personal data bank.

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- “Personal Data Protection Policy” means this Policy on Matters of Personal Data Protection.
- “Data Subject” means the natural person to whom the personal data corresponds.
- “Transfer of personal data” means any transmission, provision, or disclosure of personal data, whether national or international, to a private legal entity, a public entity, or a natural person other than the data subject of the personal data.

- “Processing of personal data” Any technical operation or procedure, whether automated or not, that allows for the collection, recording, organization, storage, conservation, elaboration, modification, extraction, consultation, use, blocking, suppression, communication by transfer or by dissemination, or any other form of processing that facilitates the access, correlation, or interconnection of personal data.

4. COMPLIANCE WITH THE PRINCIPLES OF DATA PROTECTION.

The following are the principles that must be considered when collecting Personal Data:

A. Principle of legality

CCLA must at all times process Personal Data in accordance with the provisions of the LPDP. The collection of personal data by fraudulent, unfair, or unlawful means is prohibited. Thus, specifically, CCLA will process the information: (i) in compliance with the LPDP and international law, (ii) without using deceptive or fraudulent means to obtain the Personal Data, and (iii) respecting at all times the reasonable expectation of privacy of its users.

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B. Principle of Consent

The following principles apply to the consent granted for the collection of Personal Data:

a) CCLA will not disclose Personal Data to third parties, except as provided in this Personal Data Protection Policy and provided that consent is obtained from the data subject.

b) CCLA may transfer Personal Data outside of Peru. CCLA will ensure the implementation of the necessary measures to comply with personal data protection legislation, as well as to provide due protection to the Personal Data being transferred, and that the recipients thereof assume, at a minimum, the same obligations as CCLA.

c) CCLA will implement the necessary measures to protect the security of the Personal Data, including, without limitation, from damage, loss, and misuse, as well as from unauthorized access, use, processing, disclosure, alteration and/or destruction.

d) All Personal Data Subjects will be permitted to access, rectify, update, or request the cancellation of their Personal Data, and exercise their legal rights of access, rectification, cancellation and/or opposition regarding their information ("ARCO Rights"), upon written request, in accordance with the process detailed in point 9 of this Policy, to the extent permitted or required by applicable law.

e) CCLA will periodically review compliance with the provisions of this Personal Data Protection Policy and will provide an independent mechanism to resolve any complaints that may arise, for which purpose the following email address is made available: datospersonales@cclagroup.com[1].

5. CONTROLLER

CCLA is responsible for processing any request submitted by the Data Subjects, as well as for promoting the protection of Personal Data. Our personal data controller will be available to address any query regarding this Data Protection Policy, data provided to third parties, or any other matter related to Personal Data.

6. PERSONAL DATA PROCESSOR

CCLA may forward Personal Data to third parties acting as Processors who will process the information on behalf of CCLA. CCLA will require the third party to agree in writing that the processing will have, at a minimum, the same level of privacy protection that CCLA provides to the Personal Data and that is required under the LPDP. The Processors must process the Personal Data on behalf of CCLA in accordance with the provisions of the corresponding privacy notice and must assume the obligations established in the LPDP applicable to the Processors, including:

a) To process the Personal Data solely in accordance with the instructions and for the purposes indicated by CCLA;

b) To implement the security measures required by the LPDP;

c) To maintain strict confidentiality of the Personal Data;

d) To delete the Personal Data once the contractual relationship has ended or if instructed to do so by CCLA and in accordance with the provisions of the LPDP, and

e) To refrain from carrying out unauthorized transfers of Personal Data.

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7. DUTIES OF SECURITY AND CONFIDENTIALITY.

The controller of the personal data bank and the processor thereof must adopt the necessary technical, organizational, and legal measures to guarantee the security of the Personal Data. The security measures must be appropriate and consistent with the processing to be carried out and with the category of personal data concerned.

CCLA has the necessary physical, administrative, and technical security measures to guarantee the security of the Personal Data. These measures are implemented in offices, information systems, and information storage facilities. This is for the purpose of protecting the Personal Data against damage, loss, improper use, and against unauthorized access, use, disclosure, alteration, or destruction.

Access to Personal Data is restricted to those individuals who require access to said information as part of their functions and in compliance with the duties and obligations of CCLA. CCLA requires those employees who have access to the Personal Data to maintain it in strict confidentiality. Likewise, they must only process it as necessary and must under no circumstances disclose it to unauthorized third parties in accordance with this Personal Data Protection Policy or the terms of the LPDP.

The unauthorized, inappropriate, or excessive disclosure of Personal Data by employees will be considered serious misconduct. If an employee is instructed to process the Personal Data of other employees, they will be guided by CCLA regarding their obligations, and if these are not clear, they must request an explanation and clarification of their query prior to processing the Personal Data.

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8. PRINCIPLE OF QUALITY: INTEGRITY AND VERACITY OF PERSONAL DATA.

Personal data to be processed must be truthful, accurate, and, to the extent possible, updated, necessary, relevant, and adequate with respect to the purpose for which they were collected. They must be kept in a way that guarantees their security and only for the time necessary to fulfill the purpose of the processing.

CCLA only collects Personal Data that are relevant to the purposes for which they will be used. CCLA has also committed to ensuring that Personal Data are not processed in a manner that is incompatible with the purposes for which they were obtained, or for purposes not subsequently authorized by the Personal Data Subjects. To the extent necessary, CCLA will implement the necessary actions to ensure that the Personal Data are relevant for the required use, as well as that they are kept updated, complete, accurate, and correct.

9. ARCO RIGHTS.

To exercise said rights regarding your Personal Data, the Subject or their duly accredited legal representative must submit the corresponding request via email to the following address: datospersonales@cclagroup.com, who will inform you about the procedure and requirements for exercising those rights, response times, the manner in which we will enforce your right, and will address any questions, complaints, or comments you may have in this regard.

For reference, any request will be governed by the following terms and conditions:

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a) The request to exercise ARCO Rights must include a clear and precise description of the right you wish to exercise and the Personal Data with respect to which you seek to exercise it. The request may be submitted in writing, must be signed at the end, and must be submitted with the following documentation, so that your identity can be authenticated:

(i)

Identification data, as well as a copy of a current DNI (current official photo identification).

(ii)

In cases where ARCO Rights are exercised through a legal representative, the representative's official identification must be provided, as well as the corresponding power of attorney that accredits the legal representation granted by the Data Subject.

(iii)

Address – which may be electronic – which will be designated to receive our response and, where applicable, future communications and/or notifications, or your wish that our reply and/or future notifications or replies be sent via email, indicating the respective account.

(iv)

If you wish to exercise the right to rectification, provide the documentation accrediting the requested change to the Personal Data to be rectified, as well as stating the modifications to be

made.

(v)

Any other element or document that facilitates locating your personal data and the actions suggested to be taken with respect to them.

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b) Upon receipt of your request, a confirmation will be issued, which will be sent to your address following the evaluation of the formal requirements detailed previously. Should there be any observations to your request, a communication will be sent detailing the formal requirements to be fulfilled.

c) Your requests will be answered in accordance with the following rules and legal deadlines:

(i) For requests related to the right to information, the response will be sent within a period not exceeding 8 business days from the receipt of your request.

(ii) For requests related to the right of access, the response will be sent within a period not exceeding 20 business days from the receipt of your request.

(iii) For requests related to other rights, such as those of rectification, cancellation, or opposition, the response will be sent within a period not exceeding 8 business days from the receipt of your request.

These deadlines may be extended once for an equal period, provided that the circumstances of the case so justify, of which we will inform you by means of a notification.

d) If the request to exercise ARCO Rights concerns the exercise of the right of access, we will make your information or Personal Data available to you through simple copies and/or electronic documents.

e) As Controller, we may deny the exercise of ARCO Rights in the cases permitted by the LPDP, for which you must be informed of the reason.

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of said denial. The denial may be partial, in which case we shall carry out the access, rectification, cancellation, or opposition for the corresponding part,

f) The Controller undertakes to comply with all the provisions of the LPDP, also taking reasonable organizational and technical security measures to prevent the loss, misuse, alteration, or illegal disclosure of your information and Personal Data, which we require our hired service providers to comply with, including services provided by the Controller's subsidiary or affiliated companies.

In order to keep your Personal Data updated at all times, we request your cooperation in promptly notifying us of any changes we should be aware of, so we may incorporate them into our databases. Consequently, the Data Subject guarantees and is responsible, in any case, for the veracity, accuracy, validity, and authenticity of their personal data or that of any third party under their custody or legal representation.

For more information, we suggest you review the Form for the Exercise of ARCO Rights, in Annex A of this policy.

10. MODIFICATIONS TO THE PRIVACY NOTICE.

This Policy, its annexes, and other documents that comprise it, may undergo modifications, changes, or updates resulting from the Controller's own needs; from the products or services we offer; from our privacy practices; from changes in our business model, or from other causes; as well as from updates in applicable legislation,

The updated version will be made available to the public through any of the following means:

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- On our website, which we suggest you visit frequently.
- We can send it to you at the last email address you have provided.

11. DISPUTE RESOLUTION/APPLICABLE LAW.

For all matters related to the interpretation of the Policy, its annexes, and other supplementary documents, you expressly waive the jurisdiction that may correspond to you by reason of your domicile or for any other reason, and agree to be governed by the Peruvian legal system, by the Civil Code, and the applicable data protection legislation.

Any controversy related to the terms and conditions included in this Policy, including any related to its validity, will be submitted to the jurisdiction of the judges and courts of justice of Lima Cercado, Republic of Peru.

12. ACCEPTANCE AND CONSEQUENCES OF YOUR CONSENT.

The purpose of this Policy is to guarantee the fundamental right to the protection of personal data, as provided for in article 2, numeral 6 of the Political Constitution of Peru, in observance of the provisions contained in Law 29733, Personal Data Protection Law ("LPDP") and its Regulations approved by Supreme Decree 003-2013-JUS ("RLPDP").

In this context, with the acceptance of and submission to the terms and conditions detailed in this Policy, the following consequences will arise:

a) By clicking ACCEPT, you authorize your contact data to be subject to automated processing by CCLA.

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b) Personal data will be stored in CCLA's database and will be used for the purpose of maintaining contact with you within the framework of our professional relationship and, additionally, to send you, through any of our communication channels, including email, information about the services, activities, publications, celebrations, congratulations, and social and professional events organized by or participated in by CCLA, within the scope of our business.

c) In observance of the provisions of article 12 of the RLPDP, clicking the ACCEPT box constitutes an express and unequivocal manifestation of will.

d) Likewise, by clicking ACCEPT, you authorize the transfer of personal data, which may involve the communication of personal data by CCLA to the companies indicated in section 6 of this Policy.

e) If you decide to click the DO NOT ACCEPT box, your data will not be incorporated into our database and you will not receive any communication from CCLA.

f) Within the framework of our personal data protection policies, CCLA guarantees that the data subject can exercise the rights recognized by the LPDP and the RLPDP.

We note that this Privacy and Personal Data Protection Policy is a reference document that contains only some of the rights and obligations set forth in the LPDP and the RLPDP.

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CCLA guarantees full and absolute compliance with the legal provisions in force, without prejudice to the content and updates that this document may undergo.

You may exercise your rights of updating, inclusion, rectification, opposition, and suppression by contacting us at the email address datospersonales@cclagroup.com.

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ANNEX A.

ARCO RIGHTS REQUEST FORM.

Full name of the Data Subject[2]		
First Name(s)	Last Name	Last Name

Full name of the Data Subject's representative[3], if applicable.		
First Name(s)	Last Name	Last Name

Indicate if the data you represent corresponds to:	
☐ Minor	☐ Other type of legal incapacity (specify)

Clearly describe your request and the personal data for which you are requesting the exercise of your ARCO right.

1. For rectification requests, it is suggested to include documents that support the requested modification.
2. For the exercise of the right of cancellation (revocation of consent), you must state the reasons that motivate you to request the erasure or elimination of the personal data.
3. For the exercise of the right of opposition, you must state the situation that leads you to request the termination of the processing (use) of the data, as well as the harm that would be caused to you if it were to continue, or,

[2] Person to whom the Personal Data belongs or refers.

[3] The identity of the Data Subject and, where applicable, of the representative must be verified prior to exercising the right. Likewise, in the case of the representative, their legal standing must also be verified. Attach a power of attorney or the documents that accredit the identity of the legal representative (valid official identification with a photograph), as a photocopy.

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you must indicate the specific purposes for which you request that the processing be terminated):

If you have information that facilitates the search for and eventual location of the personal data, such as the administrative unit that you believe processes your data and documents that may be useful, please provide it (optional):

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Indicate place or means for receiving notifications	
Email address:	
Telephone:	
Address:	

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ANNEX B: List of third parties to which CCLA may transfer Personal Data.

The third parties to which CCLA may transfer Personal Data are the following:

- REFINITIV/REGCHEQ platforms: Personal data of clients and suppliers are shared, such as names, dates of birth, identification numbers, and nationalities, among others, to conduct searches on blacklists.
- Alpunto digital agency: "Account and campaign management": Name, Surname, telephone, email address.
- Survey Monkey "Survey platform": Name, email address, department number.
- Confianza calidad y vida "Call center": Name, Surname, telephone, email address.
- Google, Meta, Real estate portals "Digital campaigns": Name, Surname, telephone, email address.
- AIVO "WhatsApp": Name, Surname, telephone, email address.
- ABL REAL ESTATE S.A.C.: Information on collaborators, brokers, and tenants is shared.
- BDO Outsourcing S.A.C.: payroll provider that processes payroll and stamps receipts.

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APPENDIX C: Provider Declarations.

Declaration 1: CCLA provides information to a third-party company or provider, which performs data processing to comply with the commercial relationship.

1. By means of this document, THE PROVIDER undertakes before CCLA to maintain the confidentiality of the information that CCLA provides to it in connection with the execution of this Agreement. It is understood that the obligation assumed by THE PROVIDER refers not only to the confidential documents and information but to all documents, information, and personal data that, by reason of this Agreement or linked to its execution, may become known through any means by THE PROVIDER.
2. The Parties clearly establish that the following shall not be considered confidential information, and therefore shall not be subject to the confidentiality obligations of this clause, among others: (a) information that is in the public domain, (b) information that was already known by or was in the possession of THE PROVIDER, (c) information and documentation developed independently by THE PROVIDER, (d) information or documentation that THE PROVIDER is legally obligated to disclose by order and/or mandatory instruction of a judge, court, administrative entity, or other competent authority legally empowered to do so, (e) information disclosed to THE PROVIDER by third parties.
3. The Parties declare that the information provided will be used for the exclusive purposes of the Agreement, and may not be processed for any purpose other than that for which it was provided. Should THE PROVIDER exceed these purposes, it must obtain the authorizations and consents directly from the personal data subjects at its own expense and under its own risk.

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4. THE PROVIDER is not authorized to carry out the transfer of the personal data to which it has had access to third parties, unless this transfer is essential for the fulfillment of the services established in this Contract, for which purpose it must inform CCLA in advance.

Therefore, the Parties undertake to carry out the processing in accordance with the current legal regulations on the matter, implementing for its compliance and that of this clause, the necessary security measures for the adequate protection of personal data.

5. THE PROVIDER undertakes to respect and apply in the service provided, as well as to inform and instruct its employees, on the policies, procedures, standards, and all types of information security controls established by the regulations on personal data protection.
6. The Parties undertake to immediately communicate any request related to the exercise of their rights that is made by the personal data subjects. The Parties shall coordinate, as appropriate, and shall provide the necessary mutual assistance so that such rights can be addressed in a timely and diligent manner.
7. THE PROVIDER undertakes to hold CCLA harmless, in accordance with the provisions of this clause, in the event of a breach by THE PROVIDER of the provisions established on personal data matters.

Declaration 2: CCLA receives information from a third-party company or provider, which performs data processing to fulfill the commercial relationship.

1. Hereby, CCLA undertakes before THE PROVIDER to maintain the confidentiality of the information that THE PROVIDER provides to it in connection with the performance of this Contract. It is understood that the obligation assumed by CCLA refers not only to confidential documents and information but to all documents, information, and personal data that, by reason of this Contract or related to its performance, may become known by any means by CCLA.
2. For said purposes, THE PROVIDER declares that the information – and any personal data that will be processed for the performance of this commercial relationship – has been legitimately and legally obtained from its data subjects, in compliance with the legal provisions on personal data protection. Likewise, it guarantees that the information is true, accurate, and complete, keeping its internal processes current for the purpose of allowing the correct exercise of rights by the data subjects.
3. The Parties understand that all information of which they become aware from the performance of this contractual relationship, and which contains personal data, must be processed by both in compliance with the principles and provisions established in the Personal Data Protection Law - Law No. 29733, its Regulations approved by Supreme Decree No. 003-2013-JUS, and their amending regulations.
4. THE PROVIDER undertakes to indemnify CCLA, in consideration of what is established in this clause, in case of non-compliance with the provisions established regarding personal data by THE PROVIDER.
5. The Parties declare that the information, and the personal data, supplied shall be used for the exclusive purposes of the Contract, and may not be given a different processing from that for which they were provided. In case, THE

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PROVIDER exceeds these purposes, it must obtain the authorizations and consents directly from the personal data subjects on its own account and at its own risk.

3. Neither of the Parties is authorized to carry out the transfer of the personal data to which it has had access, to third parties, unless this transfer is essential for the fulfillment of the services established in this Agreement, for which purpose it must previously inform the other Party.

The Parties undertake to implement the necessary security and confidentiality measures for the adequate protection of the personal data to which they have access.

4. The Parties undertake to immediately communicate any request related to the exercise of their rights made by the personal data subjects, related to the performance of the Agreement. The Parties shall coordinate, where applicable, and shall provide the necessary mutual assistance so that such rights can be addressed in a timely and diligent manner.

Declaration 3: applicable clause when the third-party company or provider is a natural person

1. During the term of the contractual relationship and by virtue thereof, THE LESSOR may provide, send and/or deliver personal information to CCLA, which shall be entered and

remain stored in its database, which THE LESSOR expressly acknowledges, accepts, and consents to.

2. Likewise, THE LESSOR authorizes CCLA to use said information for all purposes related to the provision of its services and the performance of the contractual relationship, within the framework of what is stipulated in this Agreement.

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3. In this regard, CCLA declares that the processing of THE LESSOR's personal data is carried out in strict observance of the latter's fundamental rights, and, in particular, rigorously respecting the provisions contained in Law No. 29733, Personal Data Protection Law, and its Regulations, approved by Supreme Decree No. 003-2013-JUS.

4. For its part, and for the purpose of performing the services required by CCLA, THE LESSOR guarantees and understands that all information of which it becomes aware and/or is provided by CCLA under this contractual relationship, and which contains personal data, must be processed following the principles and provisions established in the Personal Data Protection Law - Law No. 29733, its Regulations approved by Supreme Decree No. 003-2013-JUS, and their amending regulations. Likewise, CCLA guarantees that it has complied with all its obligations as the controller of the processing of this personal data, prior to disclosing it to THE LESSOR, for the performance of its services.

5. The Parties declare that the information, and the personal data, provided will be used for the exclusive purposes of the Contract, and may not be processed for any purpose other than that for which it was provided. Should THE LESSOR exceed these purposes, it must obtain the authorizations and consents directly from the personal data subjects at its own expense and risk.

6. Neither Party is authorized to transfer the personal data to which it has had access to third parties unless such transfer is essential for the fulfillment of the services established in this Contract, for which it must previously inform the other Party.

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The Parties undertake to implement the necessary security and confidentiality measures for the adequate protection of the personal data to which they have access.

7. The Parties agree to immediately communicate to one another any request related to the exercise of their rights made by the personal data subjects in connection with the performance of the Contract. The Parties shall coordinate, where applicable, and provide the necessary mutual assistance so that such rights may be addressed in a timely and diligent manner.

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