

**EXHIBIT IX**  
**PERSONAL DATA PROCESSING AGREEMENT – ATDP/CAGECE**

By this instrument, forming an integral part of Contract No. ..../2026-Proju-Cagece, on the one hand **Companhia de Água e Esgoto do Ceará – Cagece**, enrolled with the CNPJ under No. 07.040.108/0001-57, located at Rua Dr. Lauro Vieira Chaves, No. 1030 – Vila União, in Fortaleza/CE, hereinafter referred to as “**CAGECE**” or “**CONTROLLER**”; and, on the other hand, [**designation of the Concessionaire**], enrolled with the CNPJ under No. ...., headquartered at rua ....., No. ...., [neighbourhood] ....., city/State of ....., hereinafter referred to as “**CONCESSIONAIRE**” or “**OPERATOR**”, by its undersigned representative(s), hereby resolve to enter into a **PERSONAL DATA PROCESSING AGREEMENT**, under the following terms:

**1. DEFINITIONS**

1.1. **NATIONAL DATA PROTECTION AUTHORITY (ANPD)**: public administration body responsible for safeguarding, implementing, regulating and inspecting compliance with the LGPD throughout the national territory.

1.2. **ANONYMIZATION**: use of reasonable technical means available at the time of processing, through which data loses the possibility of direct or indirect association with an individual.

1.3. **PERSONAL DATA or DATA**: information related to an identified or identifiable natural person.

1.4. **CONTRACT**: refers to Contract No. ..../2026-Proju-Cagece, to which this instrument is attached.

1.5. **CONTROLLER**: natural or legal person, governed by public or private law, responsible for the main decisions regarding the processing of personal data, in this case, CAGECE.

1.6. **DPO**: Data Protection Officer. Referred to by the LGPD as the Person in Charge, it is the person appointed by the Controller and the Operator to act as a communication channel between the Controller, the data subjects and the National Data Protection Authority (ANPD).

1.7. **INCIDENT**: any event involving a violation of the LGPD, in any of its requirements, such as, for example: denial of rights to data subjects, failure to comply with LGPD principles, leaks, hacker attacks, malware actions, improper use (access, sharing, transfer), loss or alteration. Any event on the part of regulatory or judicial/judiciary bodies in relation to violations involving the processing of personal data, such as notices, requests, summonses or procedural acts. Any extrajudicial notice in relation to violations involving the processing of personal data.

1.8. **LGPD**: refers to Federal Law No. 13,709, of August 14, 2018, entitled the General Personal Data Protection Law, as amended.

1.9. **OPERATOR**: natural or legal person, governed by public or private law, that processes personal data on behalf of the CONTROLLER and in accordance with the purpose defined by it.

1.10. **PRIVACY**: condition of what is private; personal or intimate; private life.



1.11. **PSEUDONYMIZATION:** processing by means of which data loses the possibility of direct or indirect association with an individual, except through the use of additional information maintained separately by the CONTROLLER in a controlled and secure environment.

1.12. **RECORD OF PERSONAL DATA PROCESSING OPERATIONS:** records made by a processing agent containing information such as, but not limited to: name of the personal data processing operation, personal data involved therein, names of the products for its systems and databases, data retention period, number of persons with access to the personal data, and participating third parties.

1.13. **SUBOPERATOR:** natural or legal person affiliated with or distinct from the CONCESSIONAIRE, whether or not belonging to the same economic group or conglomerate as the CONCESSIONAIRE, designated by it and to whom it outsources, even if partially or minimally, the processing of personal data.

1.14. **SUBPROCESSING:** processing of personal data outsourced by the OPERATOR to a suboperator.

1.15. **DATA SUBJECT:** natural person to whom the personal data subject to processing relates.

1.16. **PERSONAL DATA PROCESSING:** any and all operations carried out with personal data, such as: collection, production, receipt, classification, use, access, reproduction, transmission, distribution, processing, filing, storage, deletion, evaluation or control of the information, modification, communication, transfer, dissemination or extraction.

## 2. ATTRIBUTIONS OF THE PARTIES

2.1. The PARTIES acknowledge that the CONCESSIONAIRE shall carry out the processing of personal data in the context of the object of Contract No. ..../2026-Proju-Cagece, with the CONCESSIONAIRE acting as the OPERATOR and CAGECE as the CONTROLLER, pursuant to article 5, items VI and VII, of Federal Law No. 13,709/2018 (General Data Protection Law – LGPD).

2.2. The PARTIES acknowledge that strict compliance with the rules on personal data protection is a prerequisite for the contracting to which this instrument is linked.

2.3. The CONCESSIONAIRE is committed to acting in compliance with the personal data protection laws in force, namely Federal Law No. 13,709/2018, and is obliged to execute the necessary contractual addenda in the event of legislative amendments or innovations, or guidance issued by the National Data Protection Authority (ANPD).

2.4. Without prejudice to the determinations set forth in its data governance and privacy policies, the OPERATOR, when processing personal data, shall observe good faith and the principles of the LGPD, especially the following:

- a) Adequacy: compatibility of the processing with the purposes informed to the data subject, according to the context of the processing.
- b) Purpose: carrying out the processing for legitimate, specific, explicit purposes informed to the data subject, without the possibility of subsequent processing in a manner incompatible with such purposes.
- c) Necessity: limitation of the processing to the minimum necessary for achieving its purposes, encompassing data that is pertinent, proportional and not excessive in relation to the purposes of the



data processing.

d) Prevention: adoption of measures to prevent the occurrence of damage as a result of the processing of personal data.

e) Accountability and rendering of accounts: demonstration, by the agent, of the adoption of effective measures capable of proving compliance with and fulfillment of the rules on personal data protection, including the effectiveness of such measures.

f) Security: use of technical and administrative measures capable of protecting personal data from unauthorized access and from accidental or illicit situations of destruction, loss, alteration, communication or dissemination.

g) Transparency: assurance of clear, precise and easily accessible information on the carrying out of the processing and the respective processing agents, subject to commercial and industrial secrecy.

2.1. The PARTIES shall each identify their respective DPO (Data Protection Officer – Person in Charge of Personal Data Protection) in accordance with the definitions set forth in the LGPD, making their identification and contact information available in a clear and objective manner, preferably on their respective websites or by sharing such information between their DPOs.

2.2. Whenever there is a regulatory change affecting the processing of personal data and the terms of this agreement, especially in the region, state or jurisdiction where the CONCESSIONAIRE operates, the latter is obliged to notify CAGECE's DPO of such changes, which may give rise to a review of the terms of this instrument.

### **3. DATA OWNERSHIP**

3.1. This instrument does not transfer to the CONCESSIONAIRE ownership or control of the DATA transmitted to it or of any elements derived therefrom.

3.2. Whenever DATA or its records are requested by CAGECE from the CONCESSIONAIRE, the latter shall make them available within up to 48 (forty-eight) hours or within a shorter period, whenever so established by laws and regulations, orders from public authorities, or due to the emergency nature of the case as evidenced.

3.3. If the CONCESSIONAIRE is notified by a public authority to provide any DATA, it shall notify CAGECE of such fact before providing them.

3.4. The CONCESSIONAIRE is not authorized to make copies of the DATA or to exploit them commercially, and shall return them within a maximum period of 30 (thirty) days counted from: (i) receipt of the formal request made by CAGECE; or (ii) the date of termination of the CONTRACT.

3.5. If it is not possible to return the DATA to CAGECE, the CONCESSIONAIRE shall discard them at its own expense, certifying to CAGECE that it has complied with this obligation. The discard shall be carried out in an irreversible manner, so as not to allow restoration of the DATA in question.

3.6. As an exception to the rule set forth in the previous item, if CAGECE expressly consents to the storage of the DATA by the CONCESSIONAIRE, the latter shall anonymize them, keeping formal evidence thereof. In such case, the CONCESSIONAIRE shall be solely responsible for the processing of the DATA in question.



#### **4. SCOPE OF PERSONAL DATA PROCESSING**

4.1. The CONCESSIONAIRE is authorized to process the DATA solely in accordance with the provisions of this instrument, the CONTRACT and its exhibits, the applicable laws or, further, the instructions delivered to it in writing by CAGECE, without prejudice to the processing necessary for compliance with a legal or regulatory obligation to which it is subject in Brazil or for the exercise of rights in judicial, administrative or arbitral proceedings.

4.2. The CONCESSIONAIRE may not process the DATA for purposes other than those mentioned in the previous item, even if submitted to anonymization, pseudonymization or other similar techniques.

4.3. The CONCESSIONAIRE shall comply with the guidance provided and the requirements formulated by CAGECE regarding the processing of the DATA, which it shall do within the period assigned to it, presenting, whenever required, the respective evidence of its compliance.

#### **5. CONFIDENTIALITY OF PERSONAL DATA**

5.1. The CONCESSIONAIRE is obliged to treat as confidential all PERSONAL DATA received from CAGECE or of which it may become aware, undertaking not to transfer, commercialize or disclose them to third parties, legal entities of the same economic group or conglomerate, partners and/or affiliates, and shall use such information solely and exclusively for the specific purpose for which it is intended, exercising due diligence and adopting all necessary care and precautions to prevent improper use of the PERSONAL DATA by any person who, for any reason, has access thereto.

5.2. The CONCESSIONAIRE shall grant access to the DATA only to employees involved in the tasks associated with performance of the CONTRACT.

5.3. The CONCESSIONAIRE shall impose personal data protection obligations on all its employees, whether its own or third parties, involved in any processing of personal data for CAGECE, by means of formal secrecy and confidentiality undertakings to that effect.

#### **6. SUBCONTRACTING OF DATA PROCESSING OPERATIONS**

6.1. The CONTRACTED PARTY may only subcontract activities related to the processing of DATA when they are accessory and provided that it obtains the prior consent of CAGECE, which, for this purpose, may require prior clarification regarding the subcontracting, as well as establish minimum criteria to be observed by the subcontractor.

6.2. In any event, the CONCESSIONAIRE shall: (i) ensure that the subcontractor will provide the same level of DATA security defined in this instrument, producing and keeping evidence thereof, and providing CAGECE with the respective reports whenever requested; (ii) describe the subcontracted services, as well as the technical, organizational and information security measures that the subcontractor shall implement.

6.3. In the event of subcontracting, the CONCESSIONAIRE shall remain subject to all obligations and liabilities defined in this instrument, and shall extend them to the subcontractor, causing it to sign an adherence instrument to this Personal Data Processing Agreement.



6.4. In the event of subcontracting, the CONCESSIONAIRE and the SUBCONTRACTOR shall be jointly and severally liable for any damages caused to CAGECE, to the DATA SUBJECTS and to third parties, by virtue of any act or omission inherent to the processing of the DATA.

6.5. Any activity of the CONCESSIONAIRE involving processing of the DATA on an international level may only be carried out in the events provided for by the applicable laws and provided that there is prior written authorization from CAGECE.

## **7. GOOD GOVERNANCE PRACTICES**

7.1. The CONCESSIONAIRE shall adopt good governance practices in relation to the processing of the DATA, compatible with the structure, scale and volume of its operations, as well as with the sensitivity of the data processed, and shall produce and keep evidence thereof, providing CAGECE with the respective reports whenever requested.

7.2. The CONCESSIONAIRE shall only store DATA when such measure proves necessary, in which case the storage shall take place for the period defined by law or regulation, or, further, the period necessary for the performance of its obligations. In such case, the DATA shall be organized in a structured database, and the CONCESSIONAIRE shall maintain a data dictionary enabling CAGECE to understand its structure.

7.3. The CONCESSIONAIRE shall maintain complete and accurate records and information to demonstrate its compliance with the provisions addressed in this agreement, as well as to allow traceability of operations and audits.

7.4. The CONCESSIONAIRE shall provide CAGECE with the information formally requested from it, so as to enable verification of its compliance with the provisions of this instrument.

7.5. The CONCESSIONAIRE shall notify CAGECE, within up to 24 (twenty-four) hours, of any: (i) suspected or actual non-compliance with legal provisions relating to the protection of PERSONAL DATA; (ii) suspected or actual non-compliance with contractual obligations relating to the processing of PERSONAL DATA; (iii) suspected or actual security breach of the DATA, within its organization or that of its subcontractors; and (iv) order issued by a public authority.

## **8. DATA SECURITY**

8.1. The CONCESSIONAIRE shall adopt the technical and administrative measures necessary to protect personal data from unauthorized access and from accidental or illicit situations of destruction, loss, alteration, communication or any form of improper or illicit processing.

8.2. The CONCESSIONAIRE states that the systems it uses to process the DATA are structured and shall be maintained in such a way as to fulfill the security requirements, the standards of good practices and governance established in the legislation in force, in addition to the principles inherent to privacy, ensuring their adequate protection, as well as the inviolability of the privacy, honor and image of their DATA SUBJECTS.

8.3. The CONCESSIONAIRE shall maintain DATA security procedures that ensure their confidentiality, integrity and availability and that meet the minimum standards suggested by CAGECE, provided for in technical standards, such as ISO and ABNT, and defined by the National Data Protection Authority (ANPD).



8.4. The CONCESSIONAIRE shall maintain reports indicating, at a minimum: (i) the systems in which the DATA are processed; (ii) the security measures such systems offer; (iii) the recorded time of eventual inactivity of the technical security measures; (iv) the conformity/non-conformity of the system with respect to the data security and governance measures specified in this instrument; (v) eventual threats or actual data breaches and/or security incidents; and (vi) the recommended, required and implemented countermeasures or safeguards.

8.5. The CONCESSIONAIRE shall be responsible for carrying out periodic simulations and training for its employees regarding the CONCESSIONAIRE's information security, personal data protection and privacy policies, and the respective market best practices.

8.6. The CONCESSIONAIRE shall also apply encryption and/or anonymization techniques in the storage of sensitive personal data.

8.7. CAGECE is ensured the right to inspect and audit the CONCESSIONAIRE's compliance with its personal data protection obligations, whether in person or remotely.

## 9. SECURITY INCIDENTS

9.1. 9.1. The CONCESSIONAIRE shall notify CAGECE within 24 (twenty-four) hours of becoming aware of any incidents related to DATA security or processing activities carried out by itself or by subcontractors, understood as any adverse event, confirmed or suspected, that may affect the confidentiality, integrity, and availability of such data.

9.2. The notice to CAGECE shall contain: (i) date and time of the incident; (ii) date and time on which the responsible person became aware of it; (iii) description of the affected personal data; (iv) number of affected DATA SUBJECTS; (v) list of the DATA SUBJECTS involved; (vi) risks related to the incident; (vii) indication of the technical and security measures used to protect the DATA; (viii) reasons for the delay, if the communication was not immediate; (ix) measures that were or will be adopted to reverse or mitigate the effects of the damage; and (x) the contact details of the Data Protection Officer or of another person from whom it is possible to obtain further information about what occurred.

9.3. In the event of incidents related to DATA security, the PARTIES shall act in a cooperative manner so as to: (i) define and implement the measures necessary to put cease the incident and minimize its impacts; (ii) provide the information necessary to investigate what occurred in the shortest possible time; and (iii) define the standard of responses to be provided to the DATA SUBJECTS, third parties, the National Data Protection Authority and other competent authorities.

9.4. The CONCESSIONAIRE may not take any actions to publicize or communicate the incident to third parties without CAGECE's consent.

9.5. The CONCESSIONAIRE shall use its best efforts to ascertain the causes of incidents and the respective liabilities, in addition to implementing actions regarding such causes so as to minimize or even avoid future incidents.

9.6. The CONCESSIONAIRE shall immediately notify CAGECE in writing of any event involving regulatory or judicial/judiciary bodies in relation to the processing of personal data, such as notices, requests, service of process or events arising from procedural acts, as well as any extrajudicial event of the same nature, covered by this agreement.



9.7. The CONCESSIONAIRE acknowledges that CAGECE may share information regarding any security incidents with the DATA SUBJECTS, judicial authorities, the National Data Protection Authority and other inspecting bodies.

## **10. RESPONSE TO DATA SUBJECT REQUESTS**

10.1. The CONCESSIONAIRE shall immediately notify CAGECE of any requests made by DATA SUBJECTS, and it is prohibited from taking any measures to address them, except when so determined by judicial authorities, the National Data Protection Authority or other inspecting bodies.

10.2. The PARTIES shall cooperate with each other to respond to requests made by DATA SUBJECTS, judicial authorities, the National Data Protection Authority or other inspecting bodies.

## **11. TERMINATION OF DATA PROCESSING**

11.1. Upon termination of this agreement or of the purpose justifying the data processing, the CONCESSIONAIRE is obliged to return or delete, at CAGECE's discretion, the personal data in its possession, within 30 (thirty) calendar days.

11.2. If the option is to return the data, CAGECE shall confirm receipt of the DATA in writing. From that moment on, the CONCESSIONAIRE shall permanently delete them, within up to 30 days, from its files, databases and systems, whether in physical or digital form, certifying execution of this procedure to CAGECE in writing.

11.3. If it is not possible to return the DATA to CAGECE, the CONCESSIONAIRE shall discard them at its own expense, certifying to CAGECE that it has complied with this obligation. The discard shall be carried out in an irreversible manner, within 30 (thirty) calendar days, so as not to allow restoration of the DATA in question.

11.4. The obligations set forth in this agreement shall also extend to the CONCESSIONAIRE's suboperators, and the CONCESSIONAIRE shall be fully responsible for ensuring compliance therewith by them.

11.5. The CONCESSIONAIRE shall notify CAGECE in advance of mergers or acquisitions that may result in termination of the CONTRACT or review of the terms of this agreement. If mergers or acquisitions involving the CONCESSIONAIRE do not result in termination of the CONTRACT with CAGECE, this agreement shall automatically survive such merger or acquisition processes, applying to the organizational arrangements and legal entities that become PARTIES to the contract with CAGECE.

11.6. The periods established in the items of this topic may be adjusted between the parties, provided that they are expressly justified.

## **12. PENALTIES AND LIABILITIES**

12.1. The CONCESSIONAIRE acknowledges that it is compliant with the terms of this agreement, violations of which entitle CAGECE to apply to the CONCESSIONAIRE the penalties provided for in the CONTRACT, in addition to those imposed by law.



12.2. Prior to applying the penalties referred to in the previous item, CAGECE shall notify the CONCESSIONAIRE of the alleged violations, at which time it shall grant the CONCESSIONAIRE the opportunity to submit its arguments thereon.

12.3. The CONCESSIONAIRE shall be responsible, without prejudice to the application of the respective penalties, for the adjustments and corrections necessary to remedy the identified violations, in accordance with a remediation plan agreed between the PARTIES to be submitted by the CONCESSIONAIRE within up to 15 (fifteen) calendar days from receipt of CAGECE's notice.

12.4. If CAGECE is ordered, individually or jointly and severally, to compensate DATA SUBJECTS for damages caused by an act or omission attributable to the CONCESSIONAIRE, the latter shall be required to fully reimburse CAGECE.

**13. FINAL PROVISIONS**

13.1. In all matters in which this agreement is silent or inconclusive, the provisions of Federal Law No. 13,709/2018 shall apply.

**14. TERM**

14.1 This agreement shall enter into force as from the date of its signing and shall thereafter constitute an EXHIBIT to the CONTRACT described in item "i" of the initial recitals.

Fortaleza, \_\_\_\_ of \_\_\_\_, 2026.

.....

Representative of the CONCESSIONAIRE

CPF: .....

