



PRIVACY NOTICE FOR SUPPLIERS AND CUSTOMERS OF BRITISH AMERICAN TOBACCO LATIN AMERICAN NORTH AND CARIBBEAN (BAT LANCAR)

In the companies that are part of British American Tobacco Latin American North and Caribbean (here in after and indistinctly "BAT"), we respect your privacy and the importance of the information you provide us, therefore, we are committed to safekeeping its confidentiality, applying the corresponding security measures and making this Privacy Notice available to you.

I. Responsible for the Protection of Personal Data

For any effects of the present privacy notice, BAT indicates the address located at Avenida Francisco I. Madero Poniente 2750, BAT will be responsible of your Personal Data and for guaranteeing its privacy, confidentiality, and security.

At BAT, we are committed to comply with all the provisions of the applicable legislation of each country that forms a part of BAT as well as its guidelines and criteria, and to observe at all times the principles of legality, consent, information, quality, purpose, loyalty, proportionality and responsibility contained in those.

This Privacy Notice informs you about our privacy practices, as well as how your information and personal data will be collected, processed, and used.

II. Companies that are part of BAT LANCAR

- British American Tobacco México, S.A. de C.V
- British American Tobacco México Comercial, S.A. de C.V
- British American Tobacco Servicios, S.A. de C.V
- Procesadora de Tabacos de México, S.A. de C.V.
- Cigarrera la Moderna, S.A. de C.V.
- British American Tobacco Central America, S.A.
- BAT Panama, S.A.
- Tabacalera Istmeña, S.A.
- British American Tobacco Central America, S. A., BATCA Sucursal Costa Rica
- BATCCA Park Inversiones Inmobiliarias, S.A.
- BATCCA Servicios, S.A.
- British American Tobacco Central America S. A., BATCA Sucursal Honduras
- Tabacalera Hondureña, S.A.
- Tabacalera Istmeña S. A., Sucursal Honduras
- British American Tobacco Central America, S. A., BATCA Sucursal Nicaragua
- British American Tobacco Central America, S. A., BATCA Sucursal Guatemala
- British American Tobacco Central America, S. A., BATCA Sucursal El Salvador
- BAT República Dominicana
- British American Tobacco Colombia, S.A.S
- Vype Colombia, S.A.S
- Agrobigott C.A.
- C.A. Cigarrera Bigott Sucs
- Distribuidora Bigott C.A.
- Proyectos de Inversión BAT 1902 C.A.



- Fundación Bigott

III. Personal Data we collect

BAT obtains certain Personal Data provided by its suppliers and customers freely and voluntarily for the purpose of documenting the relationship with each of them. Said information will be included, without limitation, in contracts, letters, formats, lists, databases or other physical and / or electronic means, as appropriate, so that we can keep an adequate record of our relationships, and comply with policies, procedures and any other corresponding legal obligations.

The information subject to treatment by BAT (here in after your "Personal Data"), is the following:

- Full Name (Paternal Surname, Maternal Surname and Name(s)).
- Address of the business or individual, if it is the same. Tax Residence.
- Fiscal Regime.
- Nationality.
- Profession.
- Telephone or telephone numbers related to your business or to your home address, if it is the same.
- Email account.
- Tax Registration Number.
- Bank Account Number (exclusively for electronic payment transfers to suppliers and/or customer reference).
- Proof of Identity.
- Doping Test.
- Medical Information.

This information could vary between suppliers and customers.

Regarding sensitive Personal Data, BAT must obtain the express and written consent of the owner for its treatment. However, the treatment of this data could vary according to the applicable legislation.

IV. Security measures implemented by BAT

BAT will take the necessary security measures for the processing of Personal Data. These measures should be carried out in strict adherence to the applicable legislation and to the company's local and/or global policies.

V. Purpose of the treatment of Personal Data

The Personal Data that you provide to BAT will be processed essentially for the following purposes, derived from the commercial relationship between the owner and BAT:

- For communication purposes between BAT and its suppliers and customers.
- For maintaining an adequate record of suppliers and customers.
- To coordinate the services provided by, and for BAT related with its suppliers and customers.

The information provided by you, including your Personal Data, will be shared with the companies that are part of BAT or any other BAT Group Company abroad.



VI. Transfers of information and Personal Data

In exception to what is required by the applicable legislation, and what is established in this Privacy Notice, we will not transfer your Personal Data in any other way besides to what it is established in this Notice, without your prior consent.

In the event that any third party or representative of BAT imports Personal Data, by virtue of a contract that is or will be signed, in the interest of the owner, by BAT and a third party, or if said transfer is necessary for the maintenance or fulfillment of a legal relationship between BAT and the owner, they will be expected to safekeep this information in a confidential manner, and comply with the applicable legislation regarding the Protection of Personal Data.

VII. Privacy Contact

For anything related to the treatment and Protection of Personal Data, you can reach out to our privacy contact by sending an email to the following address: Compliance_LANCAR@bat.com, who will be responsible for:

- Responding to the requests of the holders to exercise their rights.
- Promoting and ensuring the protection of Personal Data that we possess.

VIII. Means to exercise the rights of access, rectification, cancellation, or opposition (ARCO Rights)

The owner of personal information may request BAT, at any time, the access, rectification, cancellation, or opposition ("ARCO" rights) of their Personal Data. For this purpose, the owner of Personal Data must submit a written request at the address indicated by BAT for the purposes of this Privacy Notice, and / or to the email Compliance_LANCAR@bat.com, which will contain at least the following information:

- a. The name of the owner and address, or another suitable mean to communicate the response to your request.
- b. The documents that prove the identity or, when appropriate, the legal representation of the owner.
- c. The clear and precise description of the Personal Data with respect to the one that seeks to exercise any of the aforementioned rights.
- d. Any other element or document that facilitates the location of the Personal Data, as well as any other document required by any applicable legislation from the countries that are part of BAT at the time of the application.

If necessary, BAT reserves the right to request additional documentation from the owner that proves their identity and / or other Personal Data that is considered necessary, informing them within a period of 10 business days from the date the request was received by BAT.

As soon as the information provided by the owner of the Personal Data is complete and enough to fully identify the Personal Data for which the ARCO rights request has been submitted, BAT must respond to the owner within a period of 20 days after the request was received through the means indicated for that purpose.

You can revoke the consent that you have given us for the handling of Personal Data, except if we require to continue treating your Personal Data due to any legal obligation or provision of law. To revoke your



consent, you must follow the same procedure provided in the previous paragraphs to exercise ARCO rights, submitting your request through an email addressed to Compliance_LANCAR@bat.com.

In the cases in which the request proceeds, it must be made effective within 15 days from the date the resolution was communicated.

The terms mentioned in this section are in accordance with the provisions of the Mexican Law (*Ley Federal de Protección de Datos en Posesión de los Particulares*), however this may vary according to the applicable legislation.

IX. Options and means to limit the use or disclosure of your Personal Data

From the date on which your Personal Data has been shared with BAT, you may at any time request the limitation of its use and disclosure, in accordance with the provisions of this Privacy Notice.

For the above purposes, it will be necessary to send an email, to the address Compliance_LANCAR@bat.com, following the procedure provided previously in point VIII.

X. Modifications to the Privacy Notice

If for any reason, BAT makes any changes or modifications to this Privacy Notice, such changes will be published on the BAT websites, at least (30) days prior to the effective date of said modification. If you do not agree with these modifications, you must send an email to the Privacy Contact of BAT, to the email address Compliance_LANCAR@bat.com, requesting the cancellation of your Personal Data, following the same procedure provided in point VIII of this Privacy Notice.

Failure to express your opposition to the modifications of this Privacy Notice will be understood as an expression of your consent to them.

XI. Cookies Policy

"Cookies" are small data files that are sent to your browser from an Internet server and stored on the hard drive of your device. References to these "cookie" terms of use also include other means to automatically access or store information on your device.

When you have entered our website, you have been notified with a message about the use of 'cookies' in this website. We had to use a 'cookie' to get that notification to you. If you continue browsing this website, more 'cookies' will be sent to your device, as described in the table below. By continuing to browse this website, after we have sent you the notification, you are accepting the use of cookies described in this Privacy Notice.

We may use internet beacons, which are transparent image files on internet pages and are used to monitor your behavior around BAT internet sites.

Besides this, we do not use cookies on this website.

We allow third parties to send the following 'cookies' in this website:



Cookie / technology	Google analytics
Purpose	These 'cookies' are used to collect information about the way in which you or other users use our website, in order to use this information to help improve it. These 'cookies' collect information anonymously, including the number of visitors to the website, from where visitors have reached this website and the pages they have visited.
How to enable and disable this 'cookie'	To opt out of being tracked by Google Analytics on all Internet sites, please visit: Google Analytics Opt-out Browser Add-on

Name	Expiration
_ga	Persistent cookie: 2 years from the placement / update
_gat	Persistent cookie: 10 minutes from placement / update
_utma	Persistent cookie: 2 years from the placement / update
_utmb	Persistent cookie: 30 minutes from placement / update
_utmc	Session cookie: at the end of the user's session in the browser
_utmz	Persistent cookie: 6 months from placement / update

For more information about cookies, including how to configure your browser to reject cookies, visit www.allaboutcookies.org.

XII. Links to external websites

This website includes links to external websites that are subject to their own terms and conditions and privacy policies. We are not responsible for the content of these external websites and we recommend that you read and understand those terms and conditions before submitting any personal information. These links are provided for your convenience only. No endorsement of parties, products or services is expressed either explicitly or implicitly, and consequently, BAT assumes no responsibility for the accuracy of, or in relation to, any content or the security of any activity carried out on such websites. You acknowledge and agree that we are not responsible, directly or indirectly, for any damage, loss or cost caused or allegedly caused by, or in connection with, the use or credibility of any content, goods or services available on such linked websites. Your use of such websites is at your own risk.



If you decide to access external websites using the links provided on this website, these websites may set cookies. BAT has no control over the use of such cookies and you should refer to the terms and conditions of use, and cookie policy of that particular third-party website for more information.

XIII. General provisions

1. This website is provided to you free of charge, with no representations or warranties unless specifically stated. The information on this website is intended to be for general information purposes only.
2. Except as expressly provided on this website, BAT is not responsible for the content or use of any website or for any message sent or received by you.
3. All copyrights, trademarks, and other intellectual property rights used as part of this website belongs to BAT. You do not acquire any rights in the website other than the limited right to use the website in accordance with these terms of use. You may not offer for sale or sell or distribute by any means, any part of this website or its content. However, you can print or download the information and content on this website for your personal, non-commercial use only. Apart from what is established in these conditions of use, you cannot make any part of the website available as part of another website, either by scraping, tracking, the elaboration of hyperlinks, or through any other means, unless it has been authorized to do so by a written mandate elaborated by BAT.
4. You will not use this website for illegal purposes and, in particular, you agree that you must not send, use, copy, publish or allow any publication that is defamatory or obscene or that is abusive, indecent or in violation of the privacy of anyone. You agree not to send any unsolicited promotional or advertising material, spam or similar materials or bulk messages that may interfere with the operation of this website or the enjoyment of this website by other visitors.
5. BAT reserves the right, at any time and without prior notice, to improve, modify, alter, suspend, or permanently discontinue all or any part of this website and restrict or prohibit access to it.
6. Hereby you agree to indemnify BAT against any costs, claims, losses, and damages (including attorney's fees) incurred by or awarded against BAT as a result of your misuse of this website or your breach of these terms of use.
7. If you are in breach of these terms of use, BAT may suspend or block your access to this website and refuse to provide further access to it.
8. BAT publishes this website "as is" and "as available" without any warranty of any kind, express or implied, regarding the operation of the website, the accuracy of the information, or the products or services mentioned on the site (to the extent that such guarantees may be excluded by any relevant law). Except in the case of personal injury or death caused by its negligence or fraud, to the extent permitted by law, BAT shall not be liable for any loss or damage whether in contract, tort (including negligence) or otherwise, whether it occurs directly or indirectly (including, but not limited to the loss of direct or indirect limitation of utilities), consequential, incidental or special resulting from the access or use of this website, however they occur. The only solution is to stop using this website.
9. If any part of these terms of use is found to be unenforceable as a matter of law, the rest of these terms of use will not be affected.
10. These terms of use govern our relationship with you and represent our entire agreement with you.
11. The conditions of use and the content of this website are governed by the laws of the corresponding BAT legislation



XIV. Complaints of improper treatment of Personal Data

If you consider that your right to the Protection of Personal Data has been harmed by any conduct or omission on our part, or you presume a violation of the provisions set forth in the corresponding legislation, you may file your disagreement or complaint with the competent authority.

This notice was updated on February 25, 2021.