

## **CONFIDENTIALITY AND PERSONAL DATA PROTECTION CLAUSES**

### **Confidentiality**

Confidential information shall be considered to be any disclosure or supply to the other party in oral, written, or electronic form, and in particular the following: personal data, documents, techniques, designs, drawings, drafts, diagrams, models, samples, database of any kind, applications, as well as any information related to financial, commercial, technical and / or industrial aspects of any of the parties that sign this agreement.

The parties to this agreement undertake to keep strict confidentiality and secrecy regarding confidential information provided to each other and will not be disclosed in any way, in whole or in part, to any natural or legal person who is not a party to this agreement.

For the correct application of this agreement, it is agreed that all information is confidential secret and reserved, unless expressly stated otherwise.

### **1. BOTH PARTIES ARE COMMITTED TO:**

- i.** Use the confidential information exclusively for the purpose for which it is intended according to the content of this agreement, avoiding by all means that said information is used in a different way. Neither party will use the confidential information for its own use.
- ii.** Inform the existence of this agreement and the confidential, secret and restricted nature of the information to its employees, associates, managers, agents or any other person related to the company in the development of the project.
- iii.** Be responsible both for the conduct of its directors and / or employees and for the consequences that may result from it in accordance with the provisions of this agreement.
- iv.** Ensure that confidential information will not be duplicated, reproduced, modified or disclosed to third parties, in whole or in part, by or on behalf of its directors or employees, associates or agents, without the express prior written consent of the party providing the information.

Both parties undertake to establish internally as many measures as are necessary for the exact and faithful fulfilment of this agreement. To this end, they undertake to:

- i.** Communicate only and exclusively the confidential information to those employees who need to know it for the correct fulfilment of their obligations.
- ii.** Protect, as far as possible, information received from the other party against any possible theft, subtraction or loss.
- iii.** Not to use this agreement as a means to demand or request the provision of information. Any information will always be obtained with the consent of the parties.

Both parties acknowledge, and so declare, that the clauses contained in this agreement do not apply when the information subject to protection:

- i. Is public knowledge at the time of supply to any of the parties or once the supply has reached the public domain condition without any violation of any of the clauses of this agreement.
- ii. Its disclosure is required by existing legislation or due a judicial mandate. In this case, the affected party shall notify as soon as possible to the other the measure or injunction, and try to obtain guarantees for a confidential treatment of the matter.
- iii. Is confidential information that the parties already knew, without this entailing a breach of confidentiality obligations.
- iv. If it is proved by a party that such information was in its possession by legitimate means prior to the provision of information and that no confidentiality agreement was in force at that time.

This agreement grants a non-exclusive and non-transferable right to use the information considered confidential that each party submits to the other party with the conditions established in this agreement.

All intellectual property rights and other proprietary rights to the confidential information as well as in the media that contain it, is and will remain the property of each party, without the exchange of information implying any variation in the ownership of the same.

These clauses shall enter into force and bind the parties from the moment of signature of this agreement. Its term will be extended during a period of one year from its signature, and will remain in force even after the termination of the agreement or collaboration between both parties.

In the event that the agreement is terminated before the end of its term, the party receiving the information will be obliged to respect the confidential nature and keep it secret for a period of five (5) years from the signing of this agreement.

Once the agreement has been ended for whatever reason, the parties will automatically and immediately return the confidential information to the party that supplied it, being strictly forbidden for the parties to keep copies of such information.

### **Personal Data Protection**

The parties undertake to respect at all times the current legislation on personal data protection (General Data Protection Regulation - GDPR) in the context of this agreement.

In this sense, the parties agree that they will adopt the necessary technical and organizational measures to guarantee the security of personal data and prevent their alteration, loss, treatment or unauthorized access. In the event that one of the parties uses the data for another purpose, communicates it to third parties or uses it in breach of the provisions of this agreement or the obligations laid down in the current GDPR legislation, that party will be considered responsible for the processing and personally liable for any breach incurred.

In addition, each party undertake to keep the other party free from any claim, responding in any case in the area of execution of the service contracted as responsible for processing, and any process that may be filed (especially in the case of opening of any type of file by the Spanish

Agency for Data Protection) and that bring cause for breach of the obligations it assumes in this provision or any other laid down in the regulations on the protection of personal data. The parties will assume all powers related to the management, control and discipline of their personnel and through their representatives will carry out all necessary instructions for the execution of the contracted service.

The negligent custody or intentional disclosure of the confidential information will be considered as an act of unfair competition, without exclusion of the definition given of such act in any applicable law, including criminal offense, and without prejudice to the compensation of damages outlined above.