

ANNEX 1. GENERAL CONDITIONS - JOB PROPOSAL

The acceptance of the Job Proposal implies the acceptance of these General Conditions that will apply to the provision of services that will be carried out by ACCIÓ and that is additional to the Job Proposal, which shall prevail over these conditions in case of discrepancy between them.

In this document (i) "ACCIÓ" means the *Agència per a la Competitivitat de l'Empresa* [Agency for Business Competitiveness], an entity under public law with its own legal personality which is governed under Law 11/2011 of December 29, by Decree 223/2015 of October 6 of the Generalitat of Catalonia, and other provisions that may apply to it, with Tax ID no. S-0800476-D with corporate offices at Passeig de Gràcia, 129, in Barcelona; (ii) "CLIENT" is the recipient of the services that ACCIÓ will provide in accordance with the Job Proposal; (iii) "SERVICES" are the services subject to the Job Proposal; (iv) "Job Proposal" is the document that states what services ACCIÓ will provide to the CLIENT.

1.- Scope of application

The Parties to the legal relationship for the provision of the Services are ACCIÓ and the CLIENT. These Services shall be understood to be solely and exclusively for the CLIENT's benefit, and may not be transferred by the latter to third parties or be used by persons other than the CLIENT, except with the express written authorization of ACCIÓ.

The holding entity of the legal relationship with the CLIENT is ACCIÓ, to which are attributed the rights and obligations inherent in the exercise of the professional activity, regardless of the participation of the Foreign Trade and Investment Offices of Catalonia, the Satellite Offices of ACCIÓ, or the specific professionals and employees through whom the Services are provided. ACCIÓ assumes full responsibility for the Services provided on its behalf by the Foreign Trade and Investment Offices of Catalonia, the Satellite Offices or by professionals or employees of ACCIÓ.

2.- Services

ACCIÓ shall provide the Services intended to favor and facilitate the knowledge, access and presence of the CLIENT in the corresponding market, which are specified in Job Proposal. Any modification of the Services shall be agreed upon between ACCIÓ and the CLIENT in writing (through modifications to the Job Proposal or by the exchange of emails).

The CLIENT is aware of and expressly accepts that ACCIÓ may provide services similar or analogous to the Services to any other company, without any kind of limitation, restriction or exclusivity, with the aim of improving the competitiveness of the Catalan business fabric as a whole. Consequently, it could be the case that ACCIÓ has provided, is providing, or will provide in the future, Services to companies that may be competitors, in different markets or even in the same market. In any case, the confidentiality of the information received from

the CLIENT by ACCIÓ, and the provision of the Services, are protected by the duty of confidentiality in section 8 of these General Conditions.

If for any circumstance (including, but not limited to, political conflicts, wars, natural disasters, pandemics, etc.), the provision of the Services in person abroad could pose a physical danger to people's health, all travel abroad required for this service provision shall be suspended, providing the Services that had to be carried out abroad electronically. The Foreign Trade and Investment Offices and the ACCIÓ team in Barcelona will make available to the CLIENT all the necessary and suitable mechanisms and tools for the provision of the Services. In the event, however, that the CLIENT decides to travel to the target market at his/her own expense and risk, contrary to the criterion set by ACCIÓ, the CLIENT will assume all the risks derived from such decision, with ACCIÓ being exonerated from any kind of liability in this regard. In any case, ACCIÓ will maintain the provision of the Services electronically.

3.- Work team

The Services will be provided by members of the ACCIÓ team that it designates and who possess the specialized knowledge for the development of the project.

Although the Job Proposal may specify the professionals or employees assigned to the CLIENT or to an action specified by the CLIENT, ACCIÓ may, when it deems it appropriate or necessary to meet the needs of the CLIENT or the activity, replace any of those or change the number of professionals or employees assigned to the CLIENT or activity.

4.- Ability to hire

The CLIENT declares, affirms and guarantees to ACCIÓ that it is a duly constituted and validly existing legal entity, and that the person who accepts the Job Proposal and the General Conditions in the name and behalf of the CLIENT is duly empowered and in possession of sufficient powers to exercise this representation.

5.- Remuneration

The total remuneration that the CLIENT will pay to ACCIÓ is the amount set out in the Job Proposal, plus the corresponding Value Added Tax or any other applicable tax of a similar nature, notwithstanding the billing of additional amounts resulting from services not provided for at the time of acceptance of the Job Proposal and approved by the CLIENT.

In the event that the CLIENT requests additional services to those provided for in the Job Proposal, the costs relating to these additional services will be paid for by the CLIENT, as long as these have been previously approved. These additional services requested by the CLIENT will be invoiced, in any case, in addition to the amounts resulting from the Job Proposal. The additional services that the CLIENT may request from ACCIÓ include, but are not limited to, the following: (i) sending catalogs and samples to the Foreign Trade and Innovation Offices of Catalonia or to Satellite Offices; (ii) advertising and advertisements; (iii) technical and specialized translations; (iv) travel and accommodation and per diem for the staff of the External Trade and Innovation Offices of Catalonia or Satellite Offices when they accompany the CLIENT's staff; (v) those arising from the attendance at fairs of the staff of the Foreign Trade and Innovation Offices of Catalonia or Satellite Offices, to support the CLIENT; (vi) specific financial reports, prepared by third parties; (vii) hiring services to third parties; (viii) any other expenses of the nature mentioned above.

In the extension of the Job Proposal, the Parties will once again renegotiate the economic conditions applicable to the provision of the Services.

Once the Job Proposal is accepted by the CLIENT, it shall remunerate ACCIÓ for the services provided, regardless of the achievement of the project's objectives established in the Job Proposal and, where applicable, of the early termination of the Service Provision Agreement. To this end, ACCIÓ will issue an invoice for the services rendered.

6.- Invoicing

The form of payment of the price set in the Job Proposal will be carried out in accordance with what is specified therein.

The payment of the additional expenses requested and approved by the CLIENT will be paid by the CLIENT upon receipt of the corresponding invoice and 60 days after the invoice date.

Non-compliance by the CLIENT with the payment terms may lead to the termination of the agreement (as established in section 16 of these General Conditions) without the CLIENT having any right to recourse, and ACCIÓ will be entitled to make the corresponding claim against the CLIENT for the work and expenses caused, and not paid for.

7.- Duration of the agreement

The duration of the agreement is the one set out in the Job Proposal. Once this term has expired, it may be renewed by express written agreement of the Parties.

8.- Confidentiality

The content of the agreement between ACCIÓ and the CLIENT for the provision of services is confidential.

The information relating to the CLIENT (hereinafter, the Confidential Information) to which ACCIÓ has access, or of which it is aware, in order to proceed with the provision of the Services, shall be kept secret and in a strictly confidential manner, under the following conditions: (i) ACCIÓ shall only use the Confidential Information to proceed with the provision of the Services and, under no circumstances, for other purposes; (ii) ACCIÓ shall only provide the Confidential Information to those collaborators who may need to examine it; (iii) ACCIÓ ensures the CLIENT that all those collaborators who have access to the Confidential Information have signed an agreement with ACCIÓ or are subject to obligations under which these collaborators undertake to keep the Confidential Information secret and confidential. ACCIÓ guarantees to the CLIENT the fulfillment of these obligations by these collaborators; (iv) the Confidential Information is, and shall remain, the exclusive property of the CLIENT, its subsidiaries or associates. However, any document, data and conclusions generated from the Confidential Information provided by the CLIENT to ACCIÓ, will also be kept under absolute confidentiality and are the exclusive property of the CLIENT; (v) ACCIÓ will apply the appropriate security measures to safeguard the confidentiality of the Confidential Information; (vi) ACCIÓ's confidentiality obligations under the Service Provision agreement will not apply with respect to any Confidential Information known to ACCIÓ prior to the effective date of the Services provision agreement provided that had not been obtained, directly or indirectly, from the CLIENT; that is public, or has been made public and made available to the general public, for any reason not related to an act or omission by ACCIÓ or its collaborators; that ACCIÓ, subsequent to the date of disclosure by the CLIENT, has legally obtained from a third party who, at the same time, was in legal possession of this information or; that has been made public through any judicial procedure; (vii) upon request at any time requested by the CLIENT, which may be made at any time, ACCIÓ will immediately return all Confidential Information to the CLIENT; (viii) the confidentiality obligations established herein shall continue to apply until the Confidential Information is in

the public domain, as long as it is without the intervention of an act or omission on the part of ACCIÓ or its collaborators.

9.- Satisfaction and impact questionnaires

With the acceptance of these General Conditions, the CLIENT undertakes to answer a satisfaction questionnaire that he/she will receive at the end of the provision of Services that will allow him/her to evaluate the services provided by ACCIÓ.

Likewise, the CLIENT also undertakes to answer two additional questionnaires that he/she will receive 12 and 24 months after the end of the Services. These last two questionnaires will be very short and will contain questions that will make it possible to evaluate the impact that the project carried out with the support of ACCIÓ has had on the Catalan economy in terms of increased exports and investments abroad.

10.- Processing of personal data

In accordance with the applicable data protection regulations, the signatories of each Party, as well as the staff in charge of implementing the Job Proposal are informed that their personal data will be processed by each Party in order to maintain, comply with, develop, control and execute the provisions of this Job Proposal. This purpose constitutes the legal basis for the processing of personal data and the processing is legitimated by the execution of a contract and in compliance with the mission of public interest. The data will not be used to make automated decisions that may have an impact on the signatories who act on behalf through its electronic headquarters: of the Parties and the staff in charge of implementing the Job Proposal, nor to carry out profiling activities based on their personal data.

The personal data of the signatories of each Party and the staff in charge of implementing the Job Proposal will be handled with this proposal is in force. After this period, the Parties will keep the personal data until the limitation periods for the responsibilities that could be derived from the contractual relationship expire. This term will be at least five (5) years from the date of termination of the contractual relationship (date that will be determined from the date of fulfillment of the last outstanding payment obligation, where applicable).

The signatories of each Party and the staff in charge of implementing the Job Proposal will be able to exercise, at any time and in the cases in which it is applicable, their rights of access, rectification, deletion, opposition to the treatment, portability and the limitation of the treatment. For these purposes, the signatories of each Party and the staff in charge of implementing the Job Proposal can address the corresponding Party at the address indicated in the heading of this Job Proposal or, in the case of ACCIÓ, to dades.accio@gencat.cat, attaching a copy of their ID/passport or any other document that proves their identity and indicating as a reference the Job Proposal from the foreign office of corresponding Catalan trade and investments. However, the signatories of each Party and the staff in charge of implementing the Job Proposal may exercise their right of recourse before the Spanish Data Protection Agency (www.aepd.es), the Catalan Data Protection Authority (<https://apdcat.gencat.cat/>) or any other competent data protection authority.

The Parties undertake to inform their staff of the personal data that have to be transferred to the other Party for the purpose of implementing this Job Proposal, in the terms provided by the applicable regulations and in accordance with the terms of this clause, as well as comply with any other obligation necessary for said transfer.

For more information on ACCIÓ's privacy policy, you can consult: <http://www.accio.gencat.cat/avis-legal>.

11.- Data Processor

In accordance with the provisions of Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 regarding the protection of natural persons with respect to the processing of personal data and the free circulation of this data, which repeals Directive 95/46/CE (the "GDPR"), and article 33 of Organic Law 3/2018 of December 5, on the Protection of Personal Data and guarantees of digital rights (the "LOPDGDD"), ACCIÓ, if having to process personal data in the provision of the Services on behalf of the CLIENT, will be considered the data processor in charge of handling them.

In these cases, ACCIÓ (as the data processor) and the CLIENT (as the data controller) undertake and guarantee compliance with the obligations supplemented in detail in Annex A relating to data processing (Data Processing Agreement), for the correct provision of the services established in the corresponding Job Proposal, where ACCIÓ will be able to access data from the CLIENT, who expressly accepts the processing of such data.

12.- Transfer of use of the Brand

The Client expressly, free of charge, non-exclusively, without limitation and for an indefinite period authorizes ACCIÓ to use its commercial name, logo, and other distinctive signs (hereinafter, the "Brand") with worldwide reach. This authorization is intended to include the brand in communication materials in any audiovisual and/or written media (TV, press, internet, social networks, etc.) and in any advertising and media support (brochures, banners, panels, websites, activity reports, publications, reports, intranet, etc.) to publicize the Client's condition as a client of ACCIÓ. This transfer does not imply any type of economic consideration or the transfer of rights over the Brand beyond what is expressly indicated in these General Conditions. The Client may revoke this authorization at any time, by means of written notification with a minimum period of 30 days in advance.

13.- Independence

No Party to this agreement will perform operations on behalf of the other Party that may bind it. No provision of this agreement may be understood as giving rise to the proxy of one of the Parties to represent the other.

The agreement does not constitute an agency, distribution, joint-venture or any other legal entity of an affiliated nature.

14.- Liability

ACCIÓ will be liable to the CLIENT for any damages incurred due to causes attributable to ACCIÓ or its professionals or employees as a result of negligence or serious fault on the part of any of them. In no case shall ACCIÓ be held liable for damages derived, or caused, in whole or in part, as a result of falsehood, concealment or any other willful or negligent conduct of the CLIENT, or not carried out in accordance with the principles of good faith, or non-compliance that occurs due to causes that are beyond ACCIÓ's reasonable control.

ACCIÓ's liability shall be limited to direct damages (excluding, therefore, loss of profit, loss of business or reputational damage) effectively caused to the CLIENT.

ACCIÓ's liability towards the CLIENT in relation to the Services is conditional upon the CLIENT submitting a claim in writing, specifying in sufficient detail the nature of the claim and the amount claimed.

ACCIÓ shall not be held liable in any case for the commercial, legal, labor, tax, administrative, regulatory, corporate, external transactions or any other kind of obligations,

liabilities or litigation that may accrue, as a result of the use of the Services provided by ACCIÓ.

15.- Ethical conduct

The CLIENT adheres to ACCIÓ's Code of Ethics and Conduct, available on the ACCIÓ website (<http://www.accio.gencat.cat>), as part of its business commitment, and shall act in accordance with the principles and ethical values contained therein in the course of its activity.

In particular, the CLIENT will respect the ten principles of the United Nations Global Compact, and very particularly undertakes to ensure that its company is not complicit in the violation of human rights, either directly, knowingly, or silently.

As a client of ACCIÓ, the CLIENT adopts all the terms and conditions of ACCIÓ's code of ethics and conduct, as its own and without restriction, which may apply as a result of its commercial relationship with ACCIÓ.

16.- Force majeure

The Parties shall not be held liable for breach of any obligation established by the agreement, when this breach is due to causes reasonably beyond their control, such as, without being limited to, political or commercial risks that may occur during the validity of the agreement.

17.- Effects

The Job Proposal and these general conditions will have effects to count from the signature of the Work Proposal by the last of the parties. However, in the absence of a signature, they will have effects to count from the beginning of the provision of the Services by ACCIÓ at the request of the Client.

18.- Early termination

Either Party may terminate the agreement in the following cases: (i) upon the desire of either party through written notice to the other party at least one month before the requested date of termination of the agreement ii) by force majeure, as established in clause 15.

Likewise, the Parties may terminate the agreement at any time if any of them ceases to fulfill the obligations set forth in the Job Proposal, these General Conditions or the data processing agreement.

The termination of the agreement for any reason referred to in the previous sections will not affect the upholding of the rights and obligations previously acquired by the Parties during its validity.

19.- Applicable law

The agreement will be governed and interpreted in accordance with Spanish law.

20.- Jurisdiction

For the resolution of any litigious issue arising from the agreement, the Parties, expressly waiving any other jurisdiction that may apply to them, expressly submit to the Courts and Tribunals of the city of Barcelona.

APPENDIX A – DATA PROCESSING AGREEMENT

PURPOSE

With this agreement, the Data Processor (ACCIÓ) undertakes to provide the Data Controller (CLIENT) the services intended to promote and facilitate the CLIENT the knowledge of, access to and presence in the corresponding market, which are specified in Job Proposal (hereinafter, the "Services").

For the execution of these Services, the Data Processor needs to process personal data, which is the responsibility of the Data Controller.

The provision of contracted Services involves the implementation by the Data Processor of the following possible data processes: collection, registration, consultation, storage, dissemination, modification, and deletion of personal data.

If the provision of Services involves the collection of personal data by the Data Processor, the Data Controller acknowledges that it is the sole entity responsible for complying with the duty of information in Article 14 of GDPR. Specifically, the Data Controller undertakes to inform data subjects about the processing of their data indicating the source where the data was obtained and that they may be used based on the legitimate interest, in order to maintain relations with the organization to which the data subjects belong.

DURATION

This Agreement will be in force throughout the time of provision of the Services contracted to the Data Processor. However, both Parties agree that the stipulations of this Agreement, with express or implied intention to continue in effect after its termination or expiration, shall remain in force and continue to bind both Parties as stipulated.

PURPOSE OF THE PROCESSING

Personal data will be solely processed to carry out the provision of the contracted Services. If the Data Processor deems it necessary to conduct data processing for a different purpose, it must proceed to request prior written authorization from the Data Controller. In the absence of this authorization, the Data Processor will not be able to conduct this processing.

TYPES OF DATA PROCESSED AND CATEGORIES OF DATA SUBJECTS

The type of personal data that the Data Processor may handle are as follows:

- The data indicated in Article 19 of the LOPDGDD: Corporate contact details, business details from individual businesspeople and the self-employed:
- Identification data (name, last name, NIF/DNI [Tax or Resident ID], passport, NIE [Foreign Resident ID]).
- Contact details (telephone, fax, postal address, email address).
- Bank details (those necessary to make payments).
- Other additional data that the data subject can provide for the processing and management of the Job Proposal.

And the data subject categories, whose data will be processed by the Processor may be natural persons or representatives of legal entities (contact details) that maintain economic or contractual relations with ACCIÓ and on behalf of the Data Controller.

OBLIGATIONS OF THE DATA CONTROLLER

For the execution of the Service, the Data Controller undertakes to make available to the Data Processor the personal data and the information necessary for the suitable treatment of the data for the provision of the Services.

OBLIGATIONS OF THE DATA PROCESSOR

The Data Processor undertakes to fulfill the following obligations:

- a) Handle the personal data solely for carrying out the provision of the contracted Services, conforming to the instructions that, at any time, are indicated in writing by the Data Controller (unless there is a regulation that obliges complementary processing, in this case, the Data Processor will inform the Controller of this legal requirement prior to processing, unless such Law prohibits it for important reasons of public interest).
- b) To maintain the duty of secrecy with respect to the personal data to which it has access, even after the end of the contractual relationship, as well as to guarantee that the persons in charge of the data have committed in writing to maintain the confidentiality of the personal data processed.
- c) Guarantee, taking into account the state of the art, the costs of application, and the nature, scope, context and purposes of the processing, as well as the risks of varying probability and severity to the rights and freedoms of the natural persons, the application of suitable technical and organizational measures to ensure a level of security appropriate to the risk, which, where applicable, includes the following:
 - Pseudonymization and encryption of personal data;
 - the ability to ensure the continuous confidentiality, integrity, availability and resilience of processing systems and services;
 - the ability to restore availability and access to personal data quickly in the event of a physical or technical incident;
 - regular verification, evaluation and assessment of the effectiveness of technical and organizational measures to ensure the secure processing of the data.

When evaluating the adequacy of the security provided, it will take into account the risks presented by the data processing, in particular as a result of the accidental or unlawful destruction, loss or alteration of personal data transmitted, stored or processed in a otherwise, or unauthorized communication or access to said data.

In any case, taking into account the type of processing to be conducted, the minimum security measures identified below will be complied with:

- General security measures (required whenever any of the identified processing takes place):
 - Identification, dissemination and documentation of the functions and obligations of personnel with access to data.
 - Definition and implementation of a user identification and authentication procedure.
 - Definition and implementation of a data access control procedure.
 - Definition and implementation of an incident registration procedure.
 - Definition and implementation of a backup procedure.

- Implementation of an inventory procedure and input and output control of media and documents.
- Definition of the media archive criteria and the devices for their storage.
- Definition and implementation of periodic security controls to regularly test, assess and evaluate the effectiveness of technical and organizational measures to guarantee the security of the processing.
- Appointment of a security manager or managers or, where applicable, Data Protection Delegate.
- Definition and implementation of physical access controls.
- Definition and implementation of a service continuity plan.
- Definition and implementation of a pseudonymization procedure for personal data in cases where it is technically possible.
- Special security measures (required whenever various of processing identified occur and any of them are considered particularly sensitive):
 - Definition and implementation of a media encryption procedure.
 - Definition and implementation of an anonymization procedure for personal data in cases where it is technically possible.
 - Definition and implementation of a data access registration procedure.
 - Definition and implementation of a communications encryption procedure.
 - Definition and implementation of a backup and recovery procedure.
- d) Keep under your control and custody the personal data you access for the purpose of providing the Service and do not disclose, transfer, or in any other way communicate them, not even for their preservation to other people unrelated to the processing and the provision of the Services.

However, the Data Controller may expressly and in writing authorize the Data Processor to use another Data Processor (hereinafter, the "Subcontractor"). In this case, the Data Processor must provide the identification data (full company name and VAT number) and the subcontracted services to the Data Controller, before the provision of the service, at least one (1) month in advance. The Data Processor will inform the Data Controller in the same way of any changes involving the incorporation or replacement of Subcontractors, thus giving the Data Controller the opportunity to object to these changes.

Should the provision in the previous paragraph be exercised, the Data Processor is obliged to transfer and communicate to the Subcontractor all the obligations that arise for the Data Processor and, in particular, the provision of sufficient guarantees that it will apply appropriate technical and organizational measures, so that the processing complies with the applicable regulations.

In any case, access to the data carried out by natural persons who provide their services to the Data Processor acting within its organizational framework is authorized by virtue of a commercial and non-labor relationship. Also, access to the data is authorized for the companies and professionals that the Data Processor has contracted within the scope of its internal organization to provide general or maintenance services (computer services, consulting, audits, etc.), so long as these tasks have not been arranged by the Data Processor with the purpose of subcontracting all or part of the Services provided to the Data Processor to a third party.

In the event that the Subcontractor provides its services from countries that do not have data protection regulations equivalent to the European ("Third Countries"), the Data Processor undertakes to:

- Inform the Data Controller of this circumstance, and, where appropriate, collaborate with the Data Controller in the processing of the corresponding authorization prior to the international transfer of data destined for the corresponding Third Country; and
 - establish as many safeguards that are required by the European regulations for the protection of personal data with respect to international data transfers destined for third countries, and in particular sign agreements with data importers in third countries based on the Model Clauses approved for this purpose by the authorities of the European Union.
- e) Delete or return to the Data Controller, at its choice, all the personal data to which the Processor has had access to provide the Service. Also, the Data Processor undertakes to delete any existing copies, unless there is a legal requirements that warrants the preservation of personal data. However, the Data Processor may keep the data, duly blocked, as long as responsibilities can be derived from their relationship with the Data Controller.
- f) Notify, without undue delay, the Data Controller of the security breaches of the personal data of which it is aware, supporting the Data Controller in the notification to the Catalan Data Protection Authority or other competent Control Agency, and if this is the case, to the data subjects about the security breaches that have occurred, as well as to support them, when necessary, in carrying out privacy impact assessments and in the prior consultation with the Spanish Data Protection Agency or other competent Control Agency, when appropriate, as well as assist the Data Controller so that it can comply with the obligation to respond to requests to exercise one's rights.
- g) Keep, in writing, a record of all categories of processing performed on behalf of the Data Controller.
- h) Cooperate with the Catalan Data Protection Authority or other Control Agency, at its request, in the fulfillment of its duties.
- i) Make available to the Data Controller all the information necessary to demonstrate its compliance with the obligations established regarding data processing and to allow and contribute to audits, including inspections, by the Data Controller or a third party it has authorized. The lack of accreditation that the Data Processor is correctly fulfilling the obligations assumed will be cause for termination of the Service Provision Agreement.

RESPONSIBILITIES AND GUARANTEES

If the Data Processor or any of its subcontractors is in breach of the provisions of Annex A or any regulation in the determination of the purpose and means of processing, it will be considered liable for the processing, assuming all direct and indirect responsibilities of the Data Controller that may arise from the breach by the supplier.

Likewise, both parties agree that failure to comply with these obligations shall be give grounds for termination of the provision of the Services, so that failure to comply by the Data Processor, persons in their charge or those who intervene in the provision of services in the name or at the instance of the former, will empower the Data Controller to resolve the

contract and will give rise to the corresponding compensation for damages for breach of the established obligations.

DATA OF THE SIGNATORIES

The personal data included and those exchanged between the Parties to enable the provision of the Services will be processed by the other Party in order to allow for the development, compliance and control of the agreed service provision relationship, whereupon the basis for the procession is the compliance of the contractual relationship by keeping the data for as long as it exists and even after that, until the eventual responsibilities arising from it have prescribed.

For the purposes of the personal data protection law, the signatories are informed of the following:

- a) Their respective personal data controllers;
- b) The contact details of the data protection delegate or data protection officer of ACCIÓ is: dades.accio@gencat.cat, and those of the company are those stated in the heading of the Job Proposal.
- c) The personal data of the participants will not be transferred to third parties. These data will also not be the subject of automated decisions.
- d) In the event that the Parties have to hire services from suppliers located in countries that lack data protection laws equivalent to EU law ("Third Countries") such contracts will comply with all requirements of laws relating to the protection of personal data so as to provide the guarantees and safeguards necessary to preserve privacy. For more information on guarantees in relation to international data transfers, they may contact the Data Protection Officers of both Parties, through the postal and electronic addresses indicated above.
- e) The signatories have the right to access their personal data, rectify any inaccurate data, request the deletion of their data when they are no longer necessary, request the limitation of their processing or request their portability.

To exercise these rights, the signatories can send a message to the Delegate or Data Protection Officer at the email address indicated above.

- f) If the signatories consider that the processing of their personal data violates the regulations, they may submit a claim via the Data Protection Officer to the Catalan Data Protection Authority at its postal address: Gran Via de les Corts Catalanes, 635, 1a planta, 08010 Barcelona (Spain) through its electronic headquarters: apdcat.gencat.cat.

APPLICABLE LEGISLATION AND JURISDICTION

Data processing will be governed in accordance with Spanish and European regulations on the protection of personal data, as well as with the resolutions and guidelines of the Catalan Data Protection Authority and other competent bodies in this matter. To resolve any discrepancy regarding the interpretation or execution of what is established, both Parties submit to the jurisdiction of the Courts and Tribunals of Barcelona, expressly waiving any other legislation or jurisdiction that may apply to them.