

GENERAL PROVISIONS FOR CONFIDENTIALITY, INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS, AND DATA PROTECTION APPLICABLE TO SERVICES, PRESENTATIONS, OFFERS, ORDERS OR AGREEMENTS

BETWEEN Tecnofingers S.L. (hereinafter referred to as "Tecnofingers") AND _____ (hereinafter referred to as "the Supplier").

FIRST. CONFIDENTIALITY

The SUPPLIER hereby undertakes to keep all information delivered by Tecnofingers strictly confidential, through the implementation of any adequate technical and organizational measure for the protection of such information and for the execution of this Agreement.

The term "Confidential Information" shall mean all technical, financial, commercial information or of any kind whatsoever delivered by Tecnofingers to the SUPPLIER and relating to any (service / offer / order / agreement) with the DESIGNER, as well as any document and/or information that may be accessible to the SUPPLIER in the course of its activity and that are not intended to be used for purposes other than those established in this agreement. "Confidential Information" shall mean any and all information in written form as well as all designs, models, hardware, software programs or any information included in any other means or media.

The SUPPLIER hereby undertakes not to disclose any Confidential Information or publish or make it available to third parties in any other manner, whether directly or through third parties or companies without the prior written consent of Tecnofingers, having to ensure the implementation of technical and organizational measures by third parties for the performance of all obligations set forth herein.

In addition, the SUPPLIER hereby undertakes not to copy any material, information or document resulting from or connected with the agreement without the express consent of Tecnofingers. In the event that reproduction is allowed by Tecnofingers, the SUPPLIER is not entitled to keep any copies, except under the written consent of Tecnofingers, and it is obliged to destroy them or return the above-mentioned materials, information or documents to Tecnofingers.

The SUPPLIER shall inform its staff about the obligations of confidentiality set forth herein, it shall take all necessary precautions and shall sign any required document with its own staff in order to ensure the performance of such obligations. Furthermore, the SUPPLIER shall be directly responsible against Tecnofingers for the non-fulfillment of its confidential obligations.

Any public information delivered to mass media with respect to such documentation must be previously agreed between Tecnofingers and the SUPPLIER.

The SUPPLIER shall be held responsible against Tecnofingers for any non-fulfillment under the foregoing provisions, whether attributable to the SUPPLIER or to any third party associated with it, to whom the SUPPLIER has disclosed any Confidential Information, in whole or in part, by any means whatsoever. Consequently, Tecnofingers is entitled to claim for damages to the SUPPLIER and/or to such third parties.

To this end, it shall be sufficient that any Confidential Information, in whole or in part, is made available to third parties or is publicly disclosed by any means whatsoever.

SECOND. INTELLECTUAL PROPERTY

The SUPPLIER hereby acknowledges that all intellectual and industrial property rights deriving from the established relationship with respect to design, manufacturer's name, development, results, etc., will belong to and will vest in Tecnofingers as the author.

The above-mentioned rights will protect all documents, algorithms, source codes and compilations, files, as well as any other documentation, data or material resulting from creation, development, maintenance activities associated with the Project.

The SUPPLIER hereby acknowledges that it is not entitled to use such documents, data or materials for purposes other than those expressly agreed by Tecnofingers, and to reproduce, transfer to another system, to modify, adapt, perform maintenance through them, to assign, lease, lend, or to carry out any other activity without the express content of Tecnofingers.

The SUPPLIER shall inform Tecnofingers about any creations and inventions that, during the development of the product/service or the relationship between them, may be subject to registration, and the SUPPLIER shall provide all documents as required for the purpose of such registration.

THIRD. PROTECTION OF PERSONAL DATA

According to the Spanish Organic Law N. 15/1999 of 13 December on the Protection of Personal Data (hereinafter referred to as the "LOPD"), the SUPPLIER undertakes to process personal data included in files owned by Tecnofingers, that Tecnofingers may have communicated, only by following the instructions provided by Tecnofingers, since it is not allowed to apply or use such data for purposes other than those relating to the product or to the relationship between them, or to communicate these data to other parties not even for their preservation. The foregoing applies according to article 12.2 of the LOPD.

The SUPPLIER is not entitled to subcontract to third parties any processing required by Tecnofingers, except with the written consent of Tecnofingers. Any agreement shall be always executed in the name and on behalf of Tecnofingers.

In any case, the processing of personal data must be performed according to the instructions provided by Tecnofingers; the SUPPLIER shall execute an agreement with the subcontracted company according to the terms set forth herein and pursuant to article 12 of the LOPD, and the Subcontractor undertakes, expressly and in the written form, to take the same obligations established for the SUPPLIER under this Agreement.

According to article 12.3 of the LOPD, the SUPPLIER undertakes to return or destroy any personal data owned by Tecnofingers, as well as all electronic media or documents delivered including the personal data to be processed, without keeping any copy of them and without any person, whether natural or legal, becoming aware of such data. In any case, the SUPPLIER is entitled to store data which have been duly blocked to avoid their processing, except for making them available to Public Administrations, Judges and Courts in the event of any liability deriving from their processing and only during the period of limitation of such liability.

If the SUPPLIER uses personal data delivered by Tecnofingers for purposes other than those strictly connected with the Project and, consequently, through a misuse of such data, the SUPPLIER, pursuant to article 12.4 of the LOPD, shall be held responsible for processing and shall be liable for any infringement occurred. Furthermore, in that case, the SUPPLIER relieves Tecnofingers from any liability relating to any breach of the LOPD that may be committed by the SUPPLIER.

Personal data included in files owned by the DESIGNER shall remain the property of the SUPPLIER during their relationship, and from that time the SUPPLIER shall be responsible for such data and shall have to communicate the Security Officer's name to Tecnofingers.

Pursuant to Article 9 of the LOPD, the SUPPLIER undertakes to take all necessary measures, both technical and organizational, aimed at ensuring the security of personal data included in files owned by Tecnofingers, and it shall avoid their alteration, loss, processing or an unauthorized access taking in consideration the state of the art of technology, the nature of stored data as well as any possible risks they may be exposed to, whether resulting from the human activity or through physical or natural means.

In addition, during all hard copy processing or within the information systems containing such data, the SUPPLIER undertakes to apply any appropriate security measure according to the Spanish Royal Decree 1720/2007 of 21 December, which approves the Regulation implementing the Spanish Organic Law on the Protection of Personal Data.

Likewise, the SUPPLIER undertakes to send Tecnofingers, on a daily basis, all requests received by any person involved in file processing owned by Tecnofingers or in the related rights of access, rectification, erasure and objection.

Pursuant to Article 10 of the LOPD, the SUPPLIER commits itself to the professional secrecy with respect to any personal data included in files owned by Tecnofingers to which it may have access under its business relationship with Tecnofingers. Such obligation shall remain in force even after the termination of the business relationships, thus being a permanent obligation.

FOURTH. CONSEQUENCES OF THE NON-FULFILLMENT

Tecnofingers reserves the right to claim for any possible damage resulting from any infringement of the existing Legislation or of the provisions herein by the SUPPLIER, as well as to terminate the contractual relationships existing between the Parties.

FIFTH. JURISDICTION

Any dispute arising between the parties with respect to the construction or the performance of this agreement, being governed under the Spanish Laws, shall be subject to the jurisdiction of the Judges and Courts of Valencia with the Parties' express waiver of their court having jurisdiction.

As a proof of conformity and acceptance of this document, the SUPPLIER signs and delivers this agreement to Tecnofingers for a single purpose.

Tecnofingers.

Company's name

Company's VAT No

Company's VAT No

B-97796403

Signature and stamp

Signature and stamp

Date