

Madrid May 17, 2018

ADDENDUM PERSONAL DATA PROTECTION

AUXADI

This Addendum on Data Protection (Addendum) is entered into between AUXADI CONTABLES Y CONSULTORES, S.A. (hereinafter referred to as "**AUXADI**"), with address at Calle Nanclares de Oca 1B 28022 Madrid and NIF A28577062 and _____ (hereinafter referred to as "**the Client**"), addressed in _____ and with identification number _____.

The present clauses modify the existing terms of the AUXADI's Service Agreement entered into between the parties and currently in force (hereinafter referred to as the "**Service Agreement**") only in relation to the Protection of Personal Data.

Thus, the Data Protection clause is substituted by the following

CLAUSES:

1. PURPOSE:

For the purposes of the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), AUXADI informs the Client that the personal data that may be included in this Addendum and the Service Agreement, as well as those provided by the Client throughout the contractual relationship, shall be those strictly necessary for the fulfilment of the obligations arising from the Service Agreement, as well as for the fulfilment of legal obligations related to that purpose; all in accordance with Article 6 RGPD. AUXADI also informs the Client that eventually commercial communications related to the services provided by AUXADI to the Client may be sent, as well as satisfaction surveys to improve the quality of service.

2. CONSENT:

In the event that, during the contractual relationship, the Client provides AUXADI with personal data of employees or third parties, the Client, as the party responsible for such data, must have previously informed the Data Subjects of the processing of their personal data, its purpose, and must have obtained their prior consent.

3. SUBCONTRACTOR:

AUXADI will never sell or transferred Personal Data to any third party.

However, the Client is informed that the data provided may be communicated to AUXADI Group companies or authorized suppliers for the only purpose of the execution of the service. In this case, AUXADI will inform the Client about the identity of the subcontractor. Likewise, the data may be communicated to public bodies or authorities, exclusively for the execution of the service and to comply with legal obligations related to it.



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4. TECHNICAL AND ORGANISATIONAL MEASURES:

AUXADI states that has adopted all the technical and organisational measures necessary to ensure the protection of the Personal Data, in accordance with the GDPR. The Client declares that it has also adopted the necessary technical and organizational measures for the protection of personal data.

5. EXERCISE OF DATA PROTECTION RIGHTS:

The Client is informed that Data Subject may exercise their rights of access, rectification, erasure, limitation of the data, portability and opposition by sending an e-mail to GDPR@AUXADI.com, with the subject "Exercise of rights", or by post to Nanclares de Oca 1B, 28022 Madrid, in both cases accompanied by a copy of their ID card or official document certifying their identity.

6. CONFIDENTIALITY:

All information relating to personal data received by AUXADI will be treated with the utmost confidentiality.

7. DURATION:

This Addendum will have the same duration than the Service Contract.

Regarding the period of time for the storage of personal data, it would be the strictly necessary for the performance of the services contained in the Service Agreement, as well as for the fulfilment of the legal obligations related to this Agreement. Once the deadline has expired, the data will be deleted safely and permanently.

8. RELATION BETWEEN DATA PROCESSOR AND DATA CONTROLLER:

In the cases in which AUXADI acts as Processor of the Data of which the Client is Responsible, both parties undertake to collaborate in order to guarantee the protection of such data and the effective exercise of the rights of their owners.

9. DATA PROTECTION POLICY:

The Client states its agreement with AUXADI's data protection policy, contained in this document, which may be consulted at any time at www.auxadi.com. Likewise, the Client expressly consents the collection of its data and their incorporation into the files of AUXADI Contables & Consultores, S.A. for the provision of the services.

10. EFFECTIVE DATE:

This Addendum will enter in force the 25th of May.

AUXADI CONTABLES & CONSULTORES S.A.

Madrid, May 17, 2018

APPENDIX I

ADDENDUM PERSONAL DATA PROTECTION

ENTERED INTO BETWEEN DATA CONTROLLER AND DATA PROCESSOR

This Addendum on Data Protection (Addendum) is entered into between _____ (hereinafter referred to as "**the Client**" or "**Data Controller**"), addressed in _____ and AUXADI CONTABLES Y CONSULTORES, S.A. (hereinafter referred to as "**AUXADI**", "**the Supplier**" or "**Processor**"), with address at Calle Nanclares de Oca 1B 28022 Madrid and NIF A28577062.

The present clauses modify the existing terms of the AUXADI'S Service Agreement entered into between the parties and currently in force (hereinafter referred to as the "**Service Agreement**") only in relation to the Protection of Personal Data.

As a result, the Service Agreement is adapted to the new requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter "**GDPR**"). Thus, only the data protection clauses of the Service Agreement shall be replaced by these terms and conditions.

CLAUSES:

1. DEFINITIONS:

- 1.1. Breach of the Security of Personal Data:** It is a breach of potential or actual security, which involves the destruction, loss, alteration, unauthorized disclosure or access to the Personal Data transmitted, stored or otherwise processed in any way.
- 1.2. Client's Personal Data:** Personal Data that the Supplier processes as Processor on behalf of the Client for the purpose of providing the Services.
- 1.3. Data Controller:** The natural or legal person, public authority, agency or other body that, individually or jointly with others, determines the purposes and means of Data Processing. In the present case, the Data Controller is the Client.
- 1.4. Data Exporter:** The Data Exporter is the Data Processor located in a Member State whose Personal Data is being transferred to a Data Importer.
- 1.5. Data Importer:** A Sub-processor in a country that is not a Member State or in a country that is not considered by the European Commission to have an adequate level of protection.
- 1.6. Data Processor:** The natural or legal person, public authority, agency or other body that processes Personal Data on behalf of the Controller. In the present case, AUXADI is the Data Processor.



-  1.7. **Data Protection Regulations:** This is the GDPR and the Data Protection Regulations and legislation of all Member States.
- 1.8. **Data Subject:** The individual identified or identifiable owner of the Personal Data.
- 1.9. **GDPR:** It is the General Data Protection Regulation 679/2016.
- 1.10. **Member State:** It is a member country of the EU or the EEA.
- 1.11. **Other Data Controller:** This is an entity different from the Client who is the Controller of the Client's Personal Data.
- 1.12. **Personal Data:** Any information relating to an identified or identifiable natural person ("Data Subject"), who is subject to the GDPR or to the laws of countries of the European Economic Area (EEA) that are not part of the European Union (EU), but have formally adopted the GDPR.
- 1.13. **Processing:** Any operation or set of operations carried out on Personal Data, such as collection, registration, organisation, storage or conservation, among others.
- 1.14. **Services:** These are the services provided by AUXADI in accordance with the provisions of the Main Contract.
- 1.15. **Special Categories of Personal Data:** According to article 9 GDPR, Special Categories of Personal Data are those data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing natural person, data concerning health or data concerning a natural person's sex life or sexual orientation
- 1.16. **Sub-processor:** Any subcontractor contracted by AUXADI (as Supplier/Data Processor) that may carry out the Processing of the Client's Personal Data, if necessary.
- 1.17. **Subsidiaries of the Supplier:** These are the companies that are subject to AUXADI's control.
- 1.18. **Supervisory Authority:** An independent public authority established by a Member State in accordance with the GDPR. In the case of Spain, it is the Spanish Data Protection Agency.

2. PURPOSE OF THIS ADDENDUM:

This Addendum includes the obligations of each of the parties with regard to Data Protection. Thus, both parties undertake to act in good faith and always guaranteeing the protection of the personal data of the Data Subjects, in accordance with the GDPR.

Both parties agree to comply at all times with the GDPR and to collaborate jointly in its correct application, to guarantee the protection of the rights of the Data Subjects.

3. OBLIGATIONS OF THE DATA PROCESSOR:

The obligations that AUXADI assumes as Data Processor are detailed below:

a. Purpose of the processing:

AUXADI will only use the Personal Data provided by the Client for the purpose related to the object of the Service Contract. In this case, to provide payroll services. AUXADI will never use Personal Data for its own purposes.



b. Instructions from the Data Controller:

AUXADI will always process the Personal Data in accordance with the written instructions given by the Data Controller.

If AUXADI considers that any of the instructions given by the Data Controller infringes the GDPR or any other data protection provision of the European Union or of the Member States, it shall immediately inform the Data Controller.

c. Subcontracting:

AUXADI will never sell or transfer data to any third party.

However, if required to comply with Service Agreement, AUXADI may communicate some data to Group companies or authorized suppliers. AUXADI will ensure that any subcontractor always comply with the GDPR.

In the case that a specific services regarding Data Processing is needed to be subcontracted, AUXADI will inform the Data Controller, specifying the processing to be outsourced and identifying the subcontractor company and its contact details. AUXADI will only outsource services to trusted third parties that comply with the GDPR.

AUXADI may communicate Personal Data to public bodies or authorities (among them, the Social Security), exclusively for the execution of the service and to comply with legal obligations related to it.

d. Confidentiality:

AUXADI will ensure that the people authorized to process Personal Data on behalf of the Client commit themselves, expressly and in writing, to respect confidentiality and to comply with the appropriate security measures.

e. Collaboration in the exercise of the rights of Data Subjects:

AUXADI will always collaborate with the Data Controller when the Data Subjects exercise their rights; in particular the following rights:

1. Access, rectification, erasure and opposition to the processing of Personal Data.
2. Restriction of processing.
3. Data portability.

These rights may be exercised by the Data Subjects, either by communicating them directly to the Data Controller or by sending a communication to AUXADI, as Data Processor, at GDPR@AUXADI.com, or to the address Nanclares de Oca 1B, 28022, Madrid, Spain; indicating in the subject line "Exercise of Rights". In the case that a Data Subject communicates to AUXADI the intention of exercise its rights, AUXADI will immediately inform the Client about it.

f. Notification of a personal data breach:

The Data Processor shall notify the Data Controller as soon as possible and, in any event, within 72 hours of becoming aware of any breaches of the security of the Personal Data. AUXADI will provide the Client with all relevant information of the incident.

g. Collaboration with the Data Controller in complying with the regulations and on its demonstration:

AUXADI will collaborate at any time with the Data Controller to ensure the protection of the personal data of the Data Subjects and the effective compliance with the GDPR. AUXADI shall

also make available to the Data Controller all the information necessary to demonstrate compliance with its obligations.

h. Technical and Organizational Measures adopted by AUXADI:

AUXADI has adopted the necessary technical and organizational measures to guarantee the security and integrity of the personal data it processes and to which it has access, avoiding its alteration, loss, treatment or unauthorized access. In this sense, AUXADI states that it has implemented the following measures:

1. Organizational controls

AUXADI has implemented a Privacy and Data Protection Policy, which is attached to this Addendum, for information purposes of the Client.

All AUXADI employees have been trained on that Policy and received a Privacy and Data Protection Manual. In addition, all AUXADI employees, including its subsidiaries, receive regular training on data protection and security.

All AUXADI employees and suppliers sign confidentiality agreements, guaranteeing in this way the duty of professional secrecy that they must maintain in all their actions with and/or for AUXADI.

2. Physical data Access controls

With regard to measures to control physical access to personal data, AUXADI keeps the data in a place with restricted access and with the appropriate security measures. In this way, access to unauthorized persons is prevented, restricting access to the centres where the data is stored.

The building where AUXADI is located has alarm devices and uses CCTV surveillance technology to guarantee the security of the building and the documentation.

In addition, AUXADI has measures to ensure the safe disposal of documents or files containing personal data. For this reason, in the case of paper documentation, AUXADI provides its employees with the use of paper shredders.

3. System access controls

Regarding the access control to the systems, AUXADI has a system of user authentication and password for access to them. At the same time, for a better control, we have a list of people/users who have access to the data processing systems for authentication purposes, identifying each one of the accesses.

All data processing systems are password protected to prevent unauthorized access to personal data.

All employees receive training on how to protect their computer equipment, ensuring that the information contained therein is always up to date. The computer equipment is programmed so that, after detecting inactivity in the computer equipment in a short period of time, they are blocked to prevent unauthorized access to the system. The account is also blocked after multiple sequential unsuccessful login attempts.

4. Security systems

As for the security systems used to guarantee the security of the data, AUXADI has established a control system to ensure that only authorized equipment are used when providing the service. Remote access is done through VPN, with connection audits available.



AUXADI also has technical security measures such as antimalware, automatic backups, antivirus and perimeter security.

5. Business Continuity

In AUXADI, backup copies are created. These copies are stored in protected environments. AUXADI also has the ability to restore data from these backups.

i. Destination of the data after the termination of the service

When the relationship with the Client is terminated, AUXADI shall delete the personal data. However, AUXADI may keep a copy for the purpose of fulfilling legal obligations or as long as responsibilities may arise from the performance of the service.

4. OBLIGATIONS OF THE DATA CONTROLLER

It is the responsibility of the Data Controller:

- a. To provide the AUXADI with the information necessary to provide the service.
- b. The Client shall be responsible for defining the purpose and uses to be made of the Personal Data of the Data Subject.
- c. The Client will be responsible for obtaining the express consent of the Data Subjects whose data must be processed by AUXADI for the management of their payroll. Likewise, the Client must inform the Data Subject about the collection of the Personal Data and the purpose of the processing, as well as the rights they have and how they can exercise them.
- d. The Client must also have adopted the technical and organizational measures required by the GDPR for the correct protection of the Personal Data of the Data Subjects.
- e. In the event that the Data Subject communicates to the Data Controller the intention of exercise any of their rights, in particular, of access, rectification, erasure, opposition, limitation or portability, the Client must inform AUXADI of this fact.
- f. The Client shall also inform AUXADI of any security breaches that may occur within its systems and that may affect the processing or security of the data processed by AUXADI.
- g. In the event of a breach of the Security of Personal Data as a result of the failure of the Data Controller to comply with the Data Protection regulations, the Data Controller shall be solely responsible.
- h. The Client undertakes to collaborate with AUXADI to guarantee the protection of the data of the Data Subjects and to coordinate all the measures necessary for this purpose.

5. TERM:

This Addendum is part of the Service Contract and will remain in effect until the termination of the Service Contract.

Therefore, once the Service Contract is terminated, AUXADI, as the Data Processor, will proceed to delete any Personal Data in its possession. However, it may keep the data blocked for as long as legally established, in order to meet possible legal liabilities.

6. EFFECTIVE DATE

This Agreement shall enter into force on the date of its signature, and, in any event, the 25th May 2018. In addition, it will complete the current Service Contract that regulates the relationship between the Client, as Data Controller, and AUXADI CONTABLES & CONSULTORES S.A., as Data Processor, maintaining the rest of the clauses in force.



7. CONFIDENTIALITY DUTY:

Both parties undertake to maintain the confidentiality of the Personal Data of the Data Subject and to maintain all the technical and organizational measures necessary for their safeguarding.

8. DISPUTE RESOLUTION

Any discrepancy that may arise between the parties as a result of the execution and/or interpretation of this addendum shall be submitted to the Courts of the city of Madrid.

However, the parties agree to attempt to reach an amicable settlement prior to filing any claim.

Madrid on 17 May 2018.

AUXADI CONTABLES & CONSULTORES S.A.

