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DATA PROCESSING AGREEMENT – GHENOVA GROUP

This Data Processing Agreement (the "**Agreement**") is entered into between

GHENOVA Group, as defined in the JOINT CONTROLLER AGREEMENT entered into between these entities, (hereinafter the "**DATA CONTROLLER**")

AND

The entity contracted by GHENOVA Group, (hereinafter the "**DATA PROCESSOR**); both jointly referred inhere as the "**Parties**".

The Parties mutually and reciprocally recognize themselves sufficient legal capacity for this act,

WHEREAS

I.- That, in accordance with the Order signed by the Parties, to which this Agreement is attached, the DATA PROCESSOR will process personal data on behalf of the DATA CONTROLLER for the following purposes:

- Subcontracting services for GHENOVA Group client projects.

II.- That, in compliance with Article 28 of Regulation (EU) 2016/679 of the European Parliament and Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter, "GDPR"), and Article 33 of Organic Law 3/2018 of December 5, on the guarantee of digital rights.

IT IS AGREED AS FOLLOWS:

1.- PURPOSE OF PROCESSING

The purpose of this Agreement is to govern the processing of data carried out by the DATA PROCESSOR on behalf of the DATA CONTROLLER in accordance with the DATA CONTROLLER's instructions during the term of the Order and in compliance with the obligations set forth in the referenced regulations.

2.- CATEGORIES OF DATA

For the performance of the services derived from the fulfillment of the Order, the DATA CONTROLLER provides the information to the DATA PROCESSOR as outlined in **Appendix I**.

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3.- DATA CONTROLLER'S UNDERTAKINGS

3.1.- Verify that the DATA PROCESSOR offers sufficient guarantees to ensure the protection of the data subject's rights.

3.2.- Provide the DATA PROCESSOR with data referred to in "2. CATEGORIES OF DATA" of this Agreement.

3.3.- Ensure compliance with the GDPR during the processing of personal data that the DATA PROCESSOR carries out on its behalf and supervise the processing, including the performance of inspections and audits.

3.4.- Notify the DATA PROCESSOR of any variation arising in the personal data provided to allow the DATA PROCESSOR to update the data.

3.5.- Respond to potential requests to exercise rights of access, rectification, erasure and the right to object, as well as all rights established in the GDPR.

3.6.- carry out, when appropriate, a Data Protection Impact Assessment (a "**DPIA**").

4.- DATA PROCESSOR'S UNDERTAKINGS

4.1.- Use the personal data processed only for the purpose of the Order.

Utilizar los datos personales objeto del tratamiento, únicamente para la finalidad del PEDIDO. Under no circumstances may the DATA PROCESSOR use the data for their own purposes or modify, correct and/ or alter them without prior written authorization from the DATA CONTROLLER.

4.2.- Process the personal data in accordance with the DATA CONTROLLER's instructions. If the DATA PROCESSOR considers that any of the instructions infringes the GDPR or any other data protection provisions, the DATA PROCESSOR shall immediately inform the DATA CONTROLLER, without any delay.

4.3.- Ensure the reliability of any employee, agent, contractor, or any other person granted access to the DATA CONTROLLER's personal data, ensuring their commitment to confidentiality.

4.4.- Do not disclose the data to third parties, unless there is prior written express authorization from the DATA CONTROLLER or in cases legally permitted.

4.5.- To maintain at the disposal of the DATA CONTROLLER, upon the latter's written request, all necessary documentation to demonstrate both the proactivity required by the GDPR and compliance with it.

4.6.- To maintain a **written record of processing activities** required by Article 30 GDPR**.**

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4.7.- Provide reasonable assistance to the DATA CONTROLLER regarding the DATA CONTROLLER's personal data processed.

5.- PERSONAL DATA SECURITY

The DATA PROCESSOR shall implement appropriate technical procedures and organizational measures to ensure the confidentiality, integrity, and availability of data, as well as the resilience of processing systems and services. This includes the restoration of data availability in case of incidents, encryption, and pseudonymization of data where feasible. The DATA PROCESSOR shall also regularly verify and assess the effectiveness of the implemented measures.

6.- SUBCONTRACTING

The DATA CONTROLLER undertakes **not to subcontract** any of the services defined within the Order and that are part of the object of this Agreement, which involve the processing of personal data, unless legally required.

If, after the signing of this Agreement, the DATA CONTROLLER decides to subcontract, they shall provide **five (5) working days'** prior written notice to the DATA CONTROLLER indicating:

- The processing activities intended to be subcontracted.
- Clear and unequivocal identification of the subcontracting entity, which will also act as a DATA PROCESSOR, and its contact details.

The subcontracting may only be carried out if the DATA CONTROLLER expresses its acceptance within five (5) working days from the express DATA PROCESSOR's request.

7.- DATA SUBJECT'S RIGHTS

The DATA PROCESSOR must notify the DATA CONTROLLER, by email to dpd@ghenova.com, immediately and within 24 hours from receiving a request from a data subject regarding the exercise of any of the rights governed by the provisions of GDPR Articles 15 to 22. The DATA PROCESSOR shall provide to the DATA CONTROLLER all details, copies of the claim, communication, request, and any other information they may have in this regard.

8.- RIGHT TO INFORMATION

It is the responsibility of the DATA CONTROLLER to provide the right of information at the time of data collection. If, in order to provide the services defined within the Order, it is necessary to collect personal data, the DATA PROCESSOR must provide the right to information in accordance with data protection regulations. In this case, the DATA PROCESSOR shall keep the

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data collection forms (automated or non-automated) in safe custody and make them available to the DATA CONTROLLER.

9.- DATA SECURITY BREACHES

The DATA PROCESSOR undertakes to notify the DATA CONTROLLER by email at dpd@ghenova.com without undue delay and, in any event, within 24 hours of knowledge or reasonable suspicion of a security breach involving personal data. The notification should specify the nature of the incident, the category and number of persons affected, the possible consequences thereof, and the measures taken or proposed to address the situation. If it is not possible to provide the information simultaneously, it shall be provided by a phased manner without undue delay.

10.- INTERNATIONAL DATA TRANSFERS

The DATA CONTROLLER undertakes not to process personal data on behalf of the DATA CONTROLLER or to allow any sub-processor to process personal data in third countries unless the DATA CONTROLLER gives its prior written consent to the processing through an amendment to this Agreement. In such a case, the provisions of GDPR Articles 45 and 46 shall apply.

11.- DESTINATION OF THE PERSONAL DATA PROCESSED

In the event of termination, for any reason, of the Order entered into between the Parties, the DATA PROCESSOR shall, at the DATA CONTROLLER's discretion, either return a complete copy of all personal data processed on their behalf through secure file transfer in the format specified by the DATA CONTROLLER or securely delete all copies, databases, temporary files, and any other existing media containing personal data processed on behalf of the DATA CONTROLLER.

For this purpose, the DATA PROCESSOR may retain those personal data processed when such obligation explicitly arises from the legislation of the European Union or any Member State applied by the DATA CONTROLLER, proceeding to deletion at the end of the period indicated by such legislations.

12.- DURATION AND TERMINATION OF THE AGREEMENT

The present Agreement is considered ancillary to the Order signed between the Parties; therefore, this Agreement has the same duration as the main Order.

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13.- LIABILITY

The DATA PROCESSOR shall be liable to the DATA CONTROLLER for any damage arising from the breach of this Agreement, as well as for breach of data protection regulations.

14.- APPLICABLE LAW AND JURISDICTION

This Agreement shall be governed and interpreted in accordance with the GDPR and Spanish law in all matters not expressly regulated, and the Parties submit to the jurisdiction of the competent Courts and Tribunals for all disputes that may arise in connection therewith.

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APPENDIX I

CATEGORIES OF DATA SUBJECTS	EMPLOYEES and CLIENTS

PURPOSE OF THE PROCESSING	Provision of services defined within the Order.

TYPE OF PERSONAL DATA PROCESSED			
X	Personal identification		Commercial details
	Personal circumstances		Social circumstances
	Education and employment details		Financial details
	Sensitive data		Goods or services transactions
	Job details		Judicial or Administrative

DATA PROCESSING			
X	Collection		Extraction
	Recording		Communication
	Structuring		Disclosure by transmission
	Adaptation or alteration		Organization
X	Storage		Combination or Alignment
	Alignment or combination		Restriction
	Erasure		Destruction
X	Consultation		Dissemination
X	Access	X	Use

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