

STANDARD CONTRACTUAL CLAUSES (“PROCESSORS”)

For the purposes of Article 46(2)(c) 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, and repealing Directive 95/46/EC (General Data Protection Regulation), in accordance with COMMISSION DECISION of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries, under Directive 95/46/EC of the European Parliament and of the Council (2010/87/EU).

Between, on the one hand,

XERIDIA UK, LTD, Company Number 9624769 with registered address at 10 Philpot Lane, London, EC3M 8AA, England

(hereinafter referred to as “the data exporter”)

and, on the other,

XERIDIA, SL, Tax Identity Number B24458002 with registered address at AV PADRE ISLA, 16, 24002, León, Spain

(hereinafter referred to as “the data importer”),

each “a party”; together, “the parties”,

HAVE AGREED on the following Contractual Clauses (hereinafter referred to as “the Clauses”) with a view to providing adequate safeguards for the protection of the privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of these clauses:

- a) “personal data”, “special categories of data”, “processing”, “controller”, “processor”, “data subject” and “supervisory authority” will have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data⁽¹⁾;
- b) “data exporter” means the controller who transfers the personal data;
- c) “data importer” means the processor who agrees to receive from the data exporter personal data intended for processing on the data exporter’s behalf after the transfer in accordance with its instructions and the terms of the Clauses and who is not subject to a third country’s system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- d) “sub-processor” means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with its instructions, the terms of the Clauses and the terms of the written subcontract;
- e) “applicable data protection law” means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data, applicable to a data controller in the Member State in which the data exporter is established;
- f) “technical and organisational security measures” means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other

¹ Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1, which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary Clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor will be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the legal and regulatory provisions in force in that State;
- b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- e) that it will ensure compliance with the security measures;
- f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing

services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

- i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subjects as the data importer under the Clauses; and
- j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer ⁽²⁾

The data importer agrees and warrants:

- a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation; (ii) any accidental or unauthorised access; and (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which will be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which will be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject who has suffered damage as a result of any breach of the

² Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, inter alia, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or its sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor will be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

- a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
- b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer will promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter will be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses will be governed by the law of the Member State in which the data exporter is established, namely the United Kingdom.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1. The data importer will not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it will do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses ⁽³⁾. Where the sub-processor fails to fulfil its data protection obligations under such written agreement, the data importer will remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.
2. The prior written contract between the data importer and the sub-processor will also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor will be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 will be governed by the law of the Member State in which the data exporter is established, namely Spain.
4. The data exporter will keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which will be updated at least once a year. The list will be available to the data exporter's data protection supervisory authority.

Clause 12

Obligations after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor will, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or will destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

³ This requirement may be satisfied by the sub-processor co-signing the contract entered into between the data exporter and the data importer under this Decision.

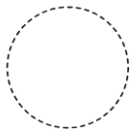
On behalf of the data exporter:

Name (written out in full): Roberto José Vidal Fernández

Position: Managing Director

Address: Level39 One, Canada Square, Canary Wharf, London, E14 5AB (United Kingdom)

Other information necessary in order for the contract to be binding (if any):



(organisation's stamp)

Signature

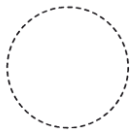
On behalf of the data importer:

Name (written out in full): Alberto Muñoz García

Position: Operations Director

Address: Avda. Padre Isla, 16, 24002 León (Spain)

Other information necessary in order for the contract to be binding (if any):



(organisation's stamp)

Signature

Appendix 1

To the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is (please specify briefly the activities relevant to the transfer):

a private entity dedicated to offering technological consultancy and the development, implementation, hosting and maintenance of computer applications.

Data importer

The data importer is (please specify briefly the activities relevant to the transfer):

a private entity that provides to the data exporter the services of acquiring commercial customers, negotiating commercial contracts, invoicing end customers and collecting payment from them; providing IT resources, both human and technological; day-to-day administrative management (customer and supplier relations, calendar management, and other related tasks).

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Data relating to customers, contact persons and users within customer organisations. Data relating to the data exporter's employees associated with administrative management. Suppliers and contact persons within their organisations.

Categories of data

The personal data transferred concern the following categories of data (please specify):

Identification data: Identification number, social security number, first and last name, address, signature and electronic signature, e-mail address and phone number.

Academic and professional data: training and qualifications, professional experience.

Commercial information: activities and businesses.

Transactions involving goods and services: goods and services supplied and received by the party concerned.

Employment details: profession, positions held, employment history.

Banking and credit card details.

Other financial data: payroll data, tax deduction data.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

No special categories of data are processed.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

Collection, structuring, retention, enquiry, collation, modification, interconnection, limitation and destruction.

DATA EXPORTER

Name: XERIDIA UK

Authorised Signature

DATA IMPORTER

Name: XERIDIA SL

Authorised Signature

Appendix 2

To the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

1. Safe environment: The premises where the data is processed must have minimum safety requirements such as fire extinguishers, alarms, etc.
2. Roles and responsibilities of staff: The roles and responsibilities of each user or user profile with access to data and systems will be clearly defined and documented.
3. Access control: Staff will only have access to the data and resources they require to carry out their roles. Mechanisms must be established to prevent a user from accessing resources with rights other than those authorised.
4. Identification and authentication: A system will be established that permits the unequivocal and personalised identification of any user who tries to access the information system and that uses appropriate authentication methods to verify the user's identity.
5. Secure storage of media and documents: Storage devices for media and documents containing personal data will include mechanisms that prevent them from being opened, through the use of keys or other similar means.
6. Anti-malware software: Computers and devices on which the automated processing of personal data is carried out will have an anti-malware system installed that prevents, as far as possible, the theft and destruction of information and data.
7. Backup copies: Data will be backed up on a regular basis, depending on the volume and frequency of updates to the data.
8. Destruction and reuse of equipment and media: Computer waste of any kind that may contain personal data must be securely disposed of or destroyed to ensure that the data cannot be accessed.
9. Safe transfer of media and documents: When media and/or documents leave the premises where they are to be processed, appropriate measures will be taken to prevent the theft, loss or improper access to the information during transport.
10. Access through communication networks: Access to personal data through communication networks, whether public or not, will be carried out in a secure manner.

ILLUSTRATIVE INDEMNIFICATION CLAUSE (OPTIONAL)

Liability

The parties agree that if one party is held liable for a violation of the clauses committed by the other party, the latter will, to the extent to which it is liable, indemnify the first party for any cost, charge, damages, expenses or loss it has incurred.

Indemnification is contingent upon:

- a) the data exporter promptly notifying the data importer of a claim; and
- b) the data importer being given the possibility to cooperate with the data exporter in the defence and settlement of the claim ⁽⁴⁾.

⁴ Paragraph on liabilities is optional.