

TREATMENT MANAGER CONTRACT

Version dated January 27, 2020

This Treatment Manager Contract is an inseparable Annex to the Contract signed, on the one hand, by LINEA GRAFICA, ECESL with CIF B91794685 and registered office at c / ASTRONOMIA 1, TORRE 1 PLANTA 10 MOD. 8-11, Locality SEVILLA, Province SEVILLA, CP 41015 hereinafter the person in charge and, on the other hand, THE CUSTOMER, the CUSTOMER being the natural or legal person contracting the products and services of LINEA GRAFICA, ECESL, which includes in its exhibits everything related a Protection of Personal Data with regard to the treatment of the same and which aims, as we will see below, to establish the conditions in which LINEA GRAFICA, as Treatment Manager, has the right to treat following express instructions of the CLIENT.

EXPOSE

1. That both parties acknowledge sufficient legal capacity to sign this document.

2. Object of the treatment order

Through these clauses, the person in charge is empowered to process on behalf of the person in charge the personal data necessary to provide the service specified hereinafter.

The treatment will consist of: e-commerce services, web development, hosting, domains, online marketing and software services.

3. Identification of the affected information

For the execution of the services derived from the fulfillment of the object of this assignment, the person in charge makes available to the person in charge, the information described below:

4. Duration

This agreement does not have a deadline for its duration and will end when the contract for the provision of services with the person in charge ends.

Once this contract ends, the person in charge must return to the person in charge or transmit to another person in charge designated by the person in charge the personal data and delete any copy that is in their possession. However, you can keep the data blocked to attend to possible administrative or jurisdictional responsibilities.

5. Obligations of the person in charge

The person in charge of the treatment and all his personnel are obliged to:

to. Use the personal data that is the object of treatment, or those collected for inclusion, only for the purpose of this order. In no case may you use the data for your own purposes.

b. Treat the data in accordance with the instructions of the person responsible for the treatment. If the person in charge of the treatment considers that any of the instructions infringes the RGPD or any other provision on data protection of the Union

or the Member States, the person in charge shall immediately inform the person in charge.

c. Keep, in writing, a record of all the categories of treatment activities carried out on behalf of the person in charge, containing:

1. The name and contact details of the person in charge or managers and of each manager on behalf of whom the manager acts and, where appropriate, the representative of the manager or manager and the data protection officer.

2. The categories of processing carried out on behalf of each person in charge.

3. Where appropriate, transfers of personal data to a third country or international organization, including the identification of said third country or international organization and, in the case of transfers indicated in article 49 section 1, second paragraph of the RGPD, documentation of adequate guarantees.

4. A general description of the technical and organizational security measures related to:

Pseudoanonymization and encryption of personal data.

The ability to guarantee the permanent confidentiality, integrity, availability and resilience of the treatment systems and services.

The ability to restore availability and access to personal data quickly, in the event of a physical or technical incident.

The process of regular verification, evaluation and assessment of the effectiveness of technical and organizational measures to guarantee the security of the treatment.

d. Do not communicate the data to third parties, unless you have the express authorization of the person responsible for the treatment, in the legally admissible cases. The person in charge can communicate the data to other managers of the treatment of the same person in charge, in accordance with the instructions of the person in charge. In this case, the person in charge will identify, in advance and in writing, the entity to which the data must be communicated, the data to be communicated and the security measures to be applied to proceed with the communication.

If the person in charge must transfer personal data to a third country or an international organization, by virtue of the law of the Union or of the Member States that is applicable, it will inform the person in charge of this legal requirement in advance, unless such Law prohibits it. for important reasons of public interest.

and. Outsourcing

The person in charge is authorized to carry out e-commerce services, web development, hosting, domains, online marketing and software services, to subcontract with the necessary suppliers for the provision of the contracted service / s.

The subcontractor, who will also be in charge of the treatment, is also obliged to comply with the obligations established in this document for the person in charge of the treatment and the instructions issued by the person in charge. It is the responsibility of the initial manager to regulate the new relationship so that the new manager is subject to the same conditions (instructions, obligations, security measures ...) and with the same formal requirements as him, with regard to the proper processing of personal data and the guarantee of the rights of the affected persons. In the event of non-compliance by the sub-manager, the manager

initial will continue to be fully responsible to the person in charge in relation to the fulfillment of the obligations.

F. Maintain the duty of secrecy regarding the personal data to which you have had access by virtue of this order, even after its purpose ends.

g. Guarantee that the persons authorized to process personal data undertake, expressly and in writing, to respect confidentiality and to comply with the corresponding security measures, of which they must be duly informed.

h. Maintain at the disposal of the person in charge the supporting documentation of the fulfillment of the obligation established in the previous section.

i. Guarantee the necessary training in the protection of personal data of the persons authorized to process personal data.

j. Assist the data controller in responding to the exercise of the rights of:

1. Access, rectification, deletion and opposition
2. Limitation of processing
3. Data portability
4. Not to be the subject of automated individualized decisions (including profiling)

When the affected persons exercise the rights of access, rectification, deletion and opposition, limitation of treatment, data portability and no longer be the subject of automated individualized decisions, before the person in charge of the treatment, he must communicate it by email to the person in charge. The communication must be made immediately and in no case beyond the working day following the receipt of the request, together, where appropriate, with other information that may be relevant to resolve the request.

k. Right of information

It is the responsibility of the person responsible to facilitate the right to information at the time of data collection.

l. Notification of data security breaches

The person in charge of the treatment will notify the person in charge of the treatment, without undue delay, and in any case before the maximum period of 72 hours, and through email, the violations of the security of the personal data in his charge of which he has knowledge, together with all the relevant information for the documentation and communication of the incident.

Notification will not be necessary when it is unlikely that said breach of security constitutes a risk to the rights and freedoms of natural persons.

If it is available, at least the following information will be provided:

- a) Description of the nature of the personal data security breach, including, when possible, the categories and approximate number of affected interested parties, and the categories and approximate number of affected personal data records.
- b) The name and contact details of the data protection officer or other contact point where more information can be obtained.
- c) Description of the possible consequences of the violation of the security of personal data.

d) Description of the measures adopted or proposed to remedy the violation of the security of personal data, including, if applicable, the measures adopted to mitigate the possible negative effects.

If it is not possible to provide the information simultaneously, and to the extent that it is not, the information will be provided gradually without undue delay. It is the responsibility of the person in charge of the treatment to communicate in the shortest possible time the violations of the security of the data to the interested parties, when the violation is likely to pose a high risk to the rights and freedoms of natural persons.

Communication must be done in clear and simple language and must, as a minimum:

- a) Explain the nature of the data breach.
- b) Indicate the name and contact details of the data protection officer or other contact point where more information can be obtained.
- c) Describe the possible consequences of the violation of the security of personal data.
- d) Describe the measures adopted or proposed by the person responsible for the treatment to remedy the violation of the security of personal data, including, if applicable, the measures adopted to mitigate the possible negative effects.

m. Support the data controller in carrying out impact assessments related to data protection, when appropriate.

n. Support the data controller in conducting prior consultations with the supervisory authority, when appropriate.

or. Make available to the person in charge all the information necessary to demonstrate compliance with their obligations, as well as to carry out the audits or inspections carried out by the person in charge or another auditor authorized by him.

p. Implement the technical and organizational security measures necessary to guarantee the confidentiality, integrity, availability and permanent resilience of the treatment systems and services.

Restore the availability and access to personal data quickly, in the event of a physical or technical incident.

Verify, evaluate and assess, on a regular basis, the effectiveness of the technical and organizational measures implemented to guarantee the security of the treatment.

Pseudonymize and encrypt personal data, if applicable.

q. Data destination

Return to the person responsible for the treatment the personal data and, if applicable, the supports where they appear, once the provision has been completed.

The return must entail the total erasure of the existing data in the computer equipment used by the person in charge.

However, the person in charge may keep a copy, with the data duly blocked, as long as responsibilities for the execution of the service may arise.

6. Obligations of the person in charge

Corresponds to the person responsible for the treatment:

- a) Give the person in charge the necessary data so that he can provide the service.

- b) Ensure, previously and throughout the treatment, compliance with the RGPD by the person in charge.
- c) Supervise the treatment.

7. Extinction

This contract may be terminated for the following reasons:

1. By termination of the contract for the provision of services between the person in charge and the person in charge, since this contract is considered an accessory to said contract, so its duration is subject to it.
2. In case of breach of any of the obligations of this contract and it will also be sufficient cause for the termination of the contractual relationships for the provision of services with the person in charge at the request of the person in charge, without prejudice to the responsibilities of any kind in which for such non-compliance may be incurred.

8. Applicable law and courts

For the resolution of all controversies or issues related to this contract, Spanish legislation will be directly applicable, specifically the Civil Code, the Commercial Code and other current legislation applicable to international commercial relations between companies, expressly renouncing any other type of applicable legislation.

In the same way, the parties submit to the Spanish arbitration law and to try to resolve any disputed issue in the first place by mutual agreement through negotiation. However, the parties expressly submit, renouncing any other competent forum, to the Courts of Seville.