

**General Terms and Conditions for  
the Provision of Services to  
Telefónica S.A. and the Companies  
within its Group**

Procurement Regulation (MCT.NI.004)

Telefónica, S.A.  
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## 1. SCOPE OF APPLICATION AND INTERVENING PARTIES

### 1.1. SCOPE OF APPLICATION

Telefónica, S.A., in its role as parent company in the Group, is responsible for establishing the bases, instruments and mechanisms needed for an appropriate and efficient coordination between this Company and the other group companies ; this remains without prejudice to and not undermine the autonomous decision making capability that corresponds to each of these companies , in accordance with their own corporate purpose of each of them and the fiduciary duties that the members of their Boards of Directors have with regard to their shareholders.

This document sets forth **THE GENERAL TERMS AND CONDITIONS** (hereinafter referred as "**THE GENERAL TERMS AND CONDITIONS**") that **TELEFÓNICA S.A.** and **THE COMPANIES WITHIN ITS GROUP** (hereinafter referred as "**TELEFÓNICA**") shall apply to the procurement of services, as long as they are not substituted by subsequent terms and conditions.

Provision of services means, for the purposes of this Document, the undertaking of any activity, including the execution of works, upon **TELEFÓNICA**'s request through one or more **CONTRACTORS**.

In the case that there is any discrepancy between **THE GENERAL CONDITIONS** and the particular conditions document included in the Award Letter through which **TELEFÓNICA** awards the **CONTRACTOR** the provision of the service(s), and/or the **CONTRACT** (henceforth, **THE CONTRACT**), and/or the terms of the **ORDERS**, and/or the **SPECIFICATIONS** attached as an annex to the particular conditions document included in the award letter (all of them together known henceforth as **THE PARTICULAR CONDITIONS**), the **PARTICULAR CONDITIONS** shall prevail over **THE GENERAL CONDITIONS** according to their order of precedence considered further ahead. Notwithstanding the aforementioned, throughout the present document some clauses of the **GENERAL CONDITIONS** are expressly established to prevail over the **PARTICULAR CONDITIONS**, considering for this matter no agreement whatsoever to the contrary.

The mere acceptance of the **GENERAL CONDITIONS** through the checking of the corresponding checkbox by **THE CONTRACTOR** on the **TELEFÓNICA** electronic platform enabled for said purpose, will imply the complete validity of said **GENERAL CONDITIONS** as a binding contract between **TELEFÓNICA** and **THE CONTRACTOR**, without **THE CONTRACTOR** being able to claim at any time

in the future after the contracting that it was not aware of said fact, or that there was a lack of consent by it of any kind whatsoever.

The present clause 1.1 may not be subject to modification by the **PARTICULAR CONDITIONS**.

## 1.2. INTERVENING PARTIES

### 1.2.1. TELEFÓNICA

As stated above, any reference to **TELEFÓNICA** contained hereinafter will be made to any of the Companies within the Telefónica Group ("**THE GROUP**").

For the aforementioned purpose, any reference to **THE GROUP** Company will be made to any entity in which **TELEFÓNICA**, whether directly or through another corporation of **THE GROUP**:

- a) owns at least 50% of the share capital, or
- b) holds the power to appoint or remove the majority of the members of the management body, or holds majority voting rights by virtue of agreements established with other shareholders, or
- c) Holds control of the management as a result of rights, agreements or other means, which confer the possibility of exerting a decisive influence on the entity's business activity.

### 1.2.2. THE CONTRACTOR

**I. THE CONTRACTOR** will be understood as the individual or the legal entity, incorporated under the applicable law, who, by virtue of **THE CONTRACT** concluded as indicated in Condition 4, accepts before **TELEFÓNICA** all of the rights and obligations deriving from **THE CONTRACT**.

Unless otherwise agreed, when **TELEFÓNICA** awards the provision of the same type of service jointly to two or more individuals or legal entities, all of them will be jointly and severally liable regardless of the possible agreements between such individuals or legal entities.

**THE CONTRACTOR** will communicate to **TELEFÓNICA** the name of the person or persons designated for representing it, who shall have the

requisite corporate power and legal capacity to enter into **THE CONTRACT** and to carry out the transactions contemplated by it, for which the Contractor will submit to **TELEFÓNICA** the appropriate supporting documentation.

In order to being designated as such, **THE CONTRACTOR** shall have the capacity to fulfill the obligations deriving from this document. Particularly, **THE CONTRACTOR** undertakes to hold and maintain, throughout the complete duration of the contractual relationship, appropriate liquidity and financial, technical and professional solvency. In order to verify the aforementioned, the following conditions will apply to **THE CONTRACTOR**:

a. **THE CONTRACTOR** undertakes that at the time of the tendering and the awarding of **THE CONTRACT** it, as well as its parent company or any of the companies belonging to its business Group, are up to date with its payment obligations with **TELEFÓNICA**, as well as with any of the Companies within **THE GROUP**.

b. **TELEFÓNICA** may, at its own discretion, assess the economic and financial solvency of **THE CONTRACTOR**, by means of the standardized information provided by one or more of the main reference and prestigious companies within the market of provision of commercial, financial, and market solvency/rating/risk information. **THE CONTRACTOR** will be considered as solvent when it has been awarded a rating that does not imply an "intermediate-high" level of risk or greater (or in other equivalent terms according to the terminology used by such rating companies).

c. In the event that, at any time, **THE CONTRACTOR**'s solvency credit is negatively affected, **TELEFÓNICA**, at its own discretion, may:

- I. require from **THE CONTRACTOR** an increasement of the amount of the Definitive Deposit contemplated in clause 5.2;
- II. require from **THE CONTRACTOR** the establishment of a deposit, when it has not previously been required; or
- III. Terminate **THE CONTRACT**.

d. If **TELEFÓNICA** decides to require an increasement of the amount of the existing Definitive Deposit or the establishment of a deposit, when it has not previously been required, such requirements will be governed by this

document. Such amount to be increased or established shall be specified by **TELEFÓNICA** in proportion to the price and the level of risk.

e. If, on the contrary, **TELEFÓNICA** decides to terminate **THE CONTRACT**, it will notify to **THE CONTRACTOR** such termination through the method it deems appropriate. Under no circumstances, such termination will imply any compensation and/or indemnification of any nature in favor of **THE CONTRACTOR**, who, by means of that communication, acknowledges and accepts the foregoing.

II. Furthermore, **THE CONTRACTOR**, whether an individual or a legal entity, shall not enter into a contract with **TELEFÓNICA** in any of the following circumstances:

a) Having been the subject of a conviction by final judgment of an offence concerning conspiracy, corruption in international economic transactions, influence peddling, bribery, fraud and illegal exaction, offence against the Public Treasury and Social Security, offence against worker's rights, embezzlement and receiving stolen goods and similar conducts, offence against the environmental protection, or the disqualification from the practice of professional, occupational, industrial or trade/commercial activities. This prohibition on contracting is extended to those legal entities whose officers and/or legal representatives, as long as their power of representation is effective, are in the aforementioned situations due to conducts which have been performed on behalf or to the benefit of such legal entities, or in which the conditions, qualities, relationships or any other requirements of the corresponding figure of criminal offence are met in order to be considered a perpetrator of such offence.

b) Having requested the declaration of bankruptcy, having been declared insolvent in any proceeding, having been declared bankrupted, being subject to judicial intervention or having been disqualified in accordance with the Spanish Bankruptcy Act No. 22/2003, of July 9th (RCL 2003, 1748) or by the applicable law, provided that the disqualification period established in the bankruptcy qualification judgment remains ongoing.

c) Having been the subject of an Executory Judgment urged against it, or of a decreed precautionary seizure, or any other precautionary measures which reflect its financial difficulties in fulfilling its obligations.

d) Having been sanctioned for serious infringement of market discipline, professional conduct work integration, equal opportunities and non-

discrimination of disabled persons, or for very serious infringement in the social field, including Occupational Risks Prevention or in the environmental field.

- e) Not being up to date with tax and/or Social Security obligations established by the applicable law.
- f) Not being registered within the corresponding registries that may be required by the applicable law, according to the scope of the services it provides and which have been contracted.

Likewise, it shall be considered that **THE CONTRACTOR** has incurred in the circumstances described in a) through f) above when such circumstances concur in its parent company, in another company within its group, or in any of its providers or subcontractors that have an important role to play in the execution of **THE CONTRACTS** which are subject to **THE GENERAL TERMS AND CONDITIONS**. If any of these aforementioned circumstances takes place during the contractual relationship, any such circumstances shall be ground for the termination of **THE CONTRACT**.

The section II (situations where **THE CONTRACTOR** will not be able to contract with **TELEFÓNICA**) of the present clause 1.2.2 may not be subject to modification by the **PARTICULAR CONDITIONS**.

## 2. REQUEST FOR OFFERS

**TELEFÓNICA** shall determine in the offer requests (hereinafter "**THE REQUEST**"), **THE SPECIFIC CONDITIONS** or requirements complementary to these **GENERAL TERMS AND CONDITIONS**.

The technical, commercial, and economic specifications associated (hereinafter "**SPECIFICATIONS**"), when these are necessary, shall be provided at the moment **THE REQUEST** is made and shall be part of **THE SPECIFIC CONDITIONS**.

## 3. OFFERS

### 3.1. REQUIREMENTS

- I. The submission of offers by **THE CONTRACTOR** does not represent any contractual obligation whatsoever for **TELEFÓNICA**.



The offers shall have a minimum validity of:

- 3 months when the destination of the services is Spain, Chile or Colombia.
- 2 months when the destination of the services is Peru or Central America.
- The one that is specified in the corresponding quotation template, when the destination of the services is Argentina or Venezuela.
- 1 month when the destination of the services is Brazil.

The services offered shall meet the requested characteristics. If there were any variations in the requested characteristics, these shall be specified in the offer.

In any case, **TELEFÓNICA** reserves the right to reject any offer which, in any of its parts, does not comply with **THE SPECIFIC CONDITIONS** and, as the case may be, to **THE SPECIFICATIONS**. In such a case, **THE CONTRACTOR** will not be entitled to make any claims or request any compensation to **TELEFÓNICA**.

- II. Regardless to what **THE PARTICULAR CONDITIONS** indicate, the submission of an offer for the provision of the services to **TELEFÓNICA** by **THE CONTRACTOR** will imply that **THE CONTRACTOR** undertakes that, to the best of its knowledge, after having conducted an appropriate and meticulous analysis, the materials, equipment, tools, machinery and other resources involved in the provision of the services does not contain or involve any of the so called "Conflict Minerals". "Conflict Minerals" refers to any of those meeting the following conditions:

1. That such minerals are any of the following:

- a. Cassiterite, metal from which tin is extracted;
- b. Columbite-tantalite, known as coltan, from which tantalum is extracted;
- c. Gold;
- d. Wolframite, metal from which tungsten is extracted, and

2. That such minerals were extracted from the Democratic Republic of the Congo, Angola, Burundi, the Central African Republic, the Republic of the

Global Procurement and Supply Chain Department

Congo, South Sudan, Tanzania, Uganda, Zambia or other countries which in the future might be considered as conflict zones.

**THE CONTRACTOR** declares that it has a clear policy on Conflict Minerals that promotes the adoption and use of OECD Guidelines for Multinational Enterprises and the United Nations Guiding Principles on Business and Human Rights for internal use within its business. Also, **THE CONTRACTOR** declares that, in order to support such policy, it has a management system.

This requirement will be mandatory, without the possibility of the parties agreeing otherwise in **THE SPECIFIC CONDITIONS**, or in any related contractual document.

The non-fulfillment of this requirement may be relied upon as against **THE CONTRACTOR**, regardless of the way of formation of **THE CONTRACT** and whether such requirement has been expressly contemplated in it or not.

### 3.2. PRICE OF THE OFFER

In order to draft the prices of the offer, **THE CONTRACTOR** shall take into account that **TELEFÓNICA** reserves the right to award the provision of the services partially. In such a case, as an indication for information rather than exhaustively, the **SPECIFIC CONDITIONS** shall contain the segments in which the provision of the services can be divided.

With regard to the price of the offer, the provisions contained in Condition 13 of **THE GENERAL TERMS AND CONDITIONS** (where the economic conditions are regulated) shall be applied.

## 4. CONTRACT FORMALIZATION

- I. **THE CONTRACT** is formed when **TELEFÓNICA** provides **THE CONTRACTOR** with an **AWARD LETTER/ORDER**. Such awarding may be partial or total.

When the nature or the price of the service requires, **TELEFÓNICA** may add to the aforementioned **AWARD LETTER/ORDER** a document of formation of **THE CONTRACT**.

**THE CONTRACTOR** voluntarily undertakes to execute **THE CONTRACT** through the use of an advanced electronic signature regulated under Spanish Law 59/2003, of December 19th or, where appropriate, another safe means of equivalent electronic identification signature in accordance with the provisions of the applicable legislation. Such electronic signature will be generated through the use of a recognized electronic certificate, which means, one which has been issued by a recognized certification service provider, as provided for in article 30.2 of the aforementioned Law or as contemplated in the applicable legislation, accepting their full legal effects.

**THE CONTRACT** shall be formed, if this is the case, accordingly to the format that shall be communicated to **THE CONTRACTOR** and shall be signed by the latter on the date it shall be required to sign. Where required, it shall be considered as an essential condition for the formation of **THE CONTRACT** that, prior to such formation, **THE CONTRACTOR** provides the personal guarantee contemplated in the “Definitive Deposit” clause of these **GENERAL TERMS AND CONDITIONS**.

- II. Should **THE CONTRACT** not be subscribed for any reason attributable to the **CONTRACTOR**, **TELEFÓNICA** may revoke the award and require from **THE CONTRACTOR** a compensation for any kind of damage and/or harm suffered by **TELEFÓNICA**, as well as the execution of the Provisional Deposit.
- III. The contracts subscribed by **TELEFÓNICA** shall be ruled in accordance to the numeration and order or precedence that is established as follows:

**First:** By those clauses of the **GENERAL CONDITIONS** contained in the present document that expressly prevail over the **PARTICULAR CONDITIONS**. In order to avoid any doubts, said clauses are: 1.1 (Scope of Application), 1.2.2 section II (situations in which **THE CONTRACTOR** will not be able to contract with **TELEFÓNICA**), 3.1 section II.g) (Conflict Minerals), 4 section III, (Order of document prevalence), 9.2 (Personal Information), 11 (Social, labor, fiscal, and environmental liabilities), and 12 (Anticorruption Obligations), 15.6 (Liabilities),

**Second:** By the stipulations of **THE CONTRACT**.

**Third:** By the stipulations of the Award of Contract Letter, or by the equivalent instrument by virtue of which the contractual relationship is established (for instance, a purchase order, if the aim of the said order is to establish the contractual relationship), by means of which **TELEFÓNICA**

assigns the role of the provision of the corresponding service to **THE CONTRACTOR**.

**Fourth:** By the stipulations of the Specific Bidding Conditions and their associated **SPECIFICATIONS** which, where applicable, shall be attached as annexes to the said Specific Bidding Conditions, which, in turn, shall be signed by both contracting parties.

**Fifth:** By the stipulations of the Purchase Order (if the contractual relationship has been established by means of a **CONTRACT** or Award of Contract Letter) by virtue of which a specific order for services is made.

**Sixth:** By the bid submitted by **THE CONTRACTOR**, including, where applicable, the amendments to the said bid agreed between **TELEFÓNICA** and **THE CONTRACTOR**.

**Seventh:** By the remaining clauses in the **GENERAL CONDITIONS** contained in this document, which are referred to in point 1 above.

Notwithstanding the above mentioned in sixth point, it is expressly indicated that any provisions of the offer that are totally or partially contradictory or not complying with the rest of the contractual documentation, will be deemed not established and, therefore, will be ignored. Such consideration shall be also applied to any provisions, included in such offer, relating to matters not regulated in the rest of the contractual documentation, unless **TELEFÓNICA** expressly authorizes in writing its inclusion in **THE CONTRACT**.

The documentation included in the seven points above shall be deemed contractual documentation.

**Eighth:** By the Law, for everything not agreed upon by the parties.

This section III of the present clause 4 may not be subject to modification by the **PARTICULAR CONDITIONS**.

- IV. Unless expressly agreed upon by the parties, the submission of the corresponding offer by **THE CONTRACTOR** implies the acceptance of **THE GENERAL TERMS AND CONDITIONS** and, if applicable, **THE SPECIFIC CONDITIONS** or **THE SPECIFICATIONS**.

**THE CONTRACTOR** shall not, under any circumstances, allege the ignorance of the aforementioned documentation in order to try to justify the breach of its obligations, which is considered to be part of **THE CONTRACT**, as well as any supranational, state, autonomic or local applicable law.

- V. The offers that are not answered within the period indicated in **THE SPECIFIC CONDITIONS** or, in its absence, after three months from the submission, shall be deemed rejected.

## 5. DEPOSITS

### 5.1. PROVISIONAL DEPOSIT

At the moment of submission of the offer, **TELEFÓNICA** may require from **THE CONTRACTOR** the posting of a provisional deposit, by means of a bank guarantee or a guarantee of an insurer of recognized prestige, for the amount and in the term that is provided in **THE SPECIFIC CONDITIONS**, in order to cover possible damages and harm that may be caused to **TELEFÓNICA** due to nonformation of **THE CONTRACT**, for causes attributable to **THE CONTRACTOR**.

The posting of this provisional deposit is only intended to assure the effectiveness of the obligations required to **THE CONTRACTOR**. The non-formation of **THE CONTRACT** shall not imply that such obligations are limited to the amount of this deposit or its duration.

Not submitting the provisional deposit within the time required in **THE SPECIFIC CONDITIONS** shall imply the exclusion of **THE CONTRACTOR** from the assumes the exclusion from the tender process, in which case **THE CONTRACTOR** shall not be entitled to demand from **TELEFÓNICA** any compensation for damages or harm

Such provisional deposit will be returned by **TELEFÓNICA** to **THE CONTRACTOR** at the moment in which the definitive deposit is posted under the terms established in the following point.

### 5.2. DEFINITIVE DEPOSIT

When established in **THE SPECIFIC CONDITIONS**, the **CONTRACTOR**, upon signing **THE CONTRACT** or, if **THE CONTRACT** has not been formed, within a

period of 10 days following the delivery of **THE AWARD LETTER**, will post the Definitive Deposit, by means of a bank guarantee or guarantee of an insurer of recognized prestige, for the amount that is provided for in the relevant **SPECIFIC CONDITIONS**.

The aforementioned deposit is posted in order to fulfill all the obligations arising out of **THE CONTRACT**, including the payment of the penalties that cannot be discounted from the amounts paid by **TELEFÓNICA**, for the repairs or substitutions made to **THE CONTRACTOR** by virtue of its guarantee obligations, compensation of damages and harm caused to it due to any breach of **THE CONTRACT** or, due to a delay in its performance, and the compensation of damages and harm which, in the executing of **THE CONTRACT** are caused to third parties and are claimed or required by them from **TELEFÓNICA**.

Such amount shall not be altered while **THE CONTRACT** is in full force and effect, unless the amount provided for the following years during its duration increases regarding the amount prescribed for the first year, in which case the amount of the guarantee may be raised upon request by **TELEFÓNICA**.

Not posting the definitive deposit within the term specified shall be enough ground for the termination of **THE CONTRACT** by **TELEFÓNICA**.

The posting of the deposit does not imply a limit on the amount or validity of the obligations that may be required from **THE CONTRACTOR** regarding **THE CONTRACT**, and is only one means of facilitating the effectiveness of such obligations. In case of breach of any of the obligations contained in **THE CONTRACT**, **TELEFÓNICA** may, at its own criteria, execute the deposit.

Once **THE CONTRACT** is terminated, the deposit will remain in full force and effect during a period of twelve (12) months, unless a longer term is provided for in **THE SPECIFIC CONDITIONS** or in **THE CONTRACT**. The deposit shall be cancelled only with the prior written authorization by **TELEFÓNICA**, once the liquidation is made between the parties and provided that there is no liability or claim, of any nature, pending against **TELEFÓNICA**. If there were pending requirements, the amount of the definitive deposit may be reduced in the amount that **TELEFÓNICA** deems enough to fulfill them.

In any case, the definitive deposit shall be kept while the guarantee obligation under Condition 6.6.4 is in full force and effect.

The deposit that **THE CONTRACTOR** may have to submit shall not involve interest accruing, they will be payable on demand and with express waiver of the benefits of excussion and division. Such guarantees shall be posted according to the model established by **TELEFÓNICA** and shall be certified by the **TELEFÓNICA's** competent unit.

## 6. TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

### 6.1. GENERAL TERMS AND CONDITIONS

6.1.1. The provision of the services subject to the application scope of **THE GENERAL TERMS AND CONDITIONS** by **THE CONTRACTOR** includes all the operations detailed in the **SPECIFIC CONDITIONS**, in **THE SPECIFICATIONS**, necessary for the correct execution of **THE CONTRACT**. Such provision shall be adjusted to the instructions that **TELEFÓNICA** may send to **THE CONTRACTOR**, in the context of the services contracted, without **THE CONTRACTOR** being able to demand any rise of the price.

6.1.2. Accordingly and merely as an indication, not as an exhaustive or limited list, and except the **SPECIFIC CONDITIONS** provided otherwise, **THE CONTRACTOR** undertakes the following obligations:

1. The provision of all materials, equipment, supplies, tools, machinery, systems, applications, methods and auxiliary means that are necessary and appropriate for the provision of the services, subject to the application scope of **THE GENERAL TERMS AND CONDITIONS**. **THE CONTRACTOR** will be fully liable for insufficiency or imperfection of the aforementioned, as well as their transport to the place where the services shall be provided.
2. Preparation and execution of all operations, works, and, where appropriate, tests and trials required by virtue of the contracted services.

Notwithstanding the foregoing, **TELEFÓNICA** may verify the adequacy of the services agreed, as well as the execution of additional tests.

### 6.2. PLANNING OF THE SERVICES AND HUMAN RESOURCES

6.2.1. Prior to the start of its activities, **TELEFÓNICA** and **THE CONTRACTOR** shall determine the programming and schedule of the provision of the services. Any modification regarding the foregoing shall be expressly authorized by **TELEFÓNICA**.

6.2.2. For the correct and satisfactory provision of the services included in the application scope of **THE GENERAL TERMS AND CONDITIONS**, **THE CONTRACTOR** undertakes to provide sufficient and specialized personnel for each specific type of services.

6.2.3. **THE CONTRACTOR** shall not be entitled to claim any economic compensation whatsoever in the event that any mandatory provision or Collective Bargaining Agreement reduces the normal number of weekly hours of work, or establishes a special regime for night work or on Saturdays or holiday.

6.2.4. **TELEFÓNICA** reserves the right to modify the programming and schedule established for the provision of the contracted services by circumstances which have occurred unexpectedly, by an act of God or by a force majeure event.

### 6.3. USE OF TELEFÓNICA'S ASSETS

6.3.1. In those cases in which, for the provision of the contracted services **THE CONTRACTOR**, on its own or through any third parties with which it keeps a contractual relationship according to clause 7.2 of **THE GENERAL TERMS AND CONDITIONS**, may have to use any assets that belong to **TELEFÓNICA** (for example, materials, terminals, equipment, computers, etcetera), when they have been delivered for sale, installation, provision, maintenance or for any other reason included in the subject matter of the procurement. **THE CONTRACTOR** shall be responsible for the custody of such assets and for their conservation in the same conditions as were given by **TELEFÓNICA** and for their appropriate use for the exclusive purpose of providing the contracted services, being forbidden any other use different to that purpose.

Except in those cases where, according to **TELEFÓNICA**'s criteria, the return of the assets belonging to **TELEFÓNICA** is not applicable, once the provision of the services that justified the use of such assets has been completed, **THE CONTRACTOR** shall return such assets to **TELEFÓNICA** in the same conditions in which they were provided, being **THE CONTRACTOR**'s sole responsibility to perform any necessary maintenance, security and asset restitution tasks.

6.3.2. **THE CONTRACTOR** shall have to keep the **TELEFÓNICA**'s assets conveniently stored in facilities of its own for purposes of inventory and revision by **TELEFÓNICA**'s personnel. In the event that for the provision of the



contracted services, such assets shall be delivered to a third party with which **THE CONTRACTOR** maintains a contractual relationship, **THE CONTRACTOR** shall have to notify such circumstance in advance to **TELEFÓNICA** and will submit it for its authorization, specifying the reasons for such storage or transfer to the facilities of the third party.

6.3.3. In the case that **TELEFÓNICA** exercises its right to inventory or revision of its assets delivered to **THE CONTRACTOR** due to the provision of the contracted services and such assets are not in the premises of **THE CONTRACTOR** at the moment of the inventory or revision, **THE CONTRACTOR** shall have to justify the reasons for which such assets are not in such premises and specify the place where such assets are.

6.3.4. In the event that **TELEFÓNICA** notices any difference or damage in assets delivered to **THE CONTRACTOR** due to the provision of the contracted services, **THE CONTRACTOR** shall be liable for the cost of its reparation or, if it were necessary, at **TELEFÓNICA**'s own discretion, for its substitution for new assets of the same characteristics. In case of being irreplaceable, **THE CONTRACTOR** shall be liable for the value (that will be the highest amount between the acquisition value paid by **TELEFÓNICA** and the market value) of such assets, as well as any prejudice caused to **TELEFÓNICA** due to the loss of such assets. Likewise, in such cases, **THE CONTRACTOR** shall be liable for additional costs that **TELEFÓNICA** may incur as a result of a possible replacement or repair process of the assets.

6.3.5. **THE CONTRACTOR** commits to use **TELEFÓNICA**'s assets following the instructions established in clause 11 below, in order to avoid polluting effects or any other damages to third parties or to the environment that may result from the use or storage of **TELEFÓNICA**'s assets.

6.3.6. **THE CONTRACTOR** shall be fully liable for any possible subtractions of **TELEFÓNICA**'s assets under its control or any third party with whom the former has a contractual relationship, and must replace the value of the subtracted assets to **TELEFÓNICA**, which shall be the highest amount between the acquisition value paid by **TELEFÓNICA** and the market value of such assets.

6.3.7. Any breach of the provisions under clauses 6.3.1 through 6.3.6 above may constitute ground for full or partial termination of the contractual relationship between **TELEFÓNICA** and **THE CONTRACTOR** for the provision of the contracted services.

## 6.4. TIMINGS, TERMS AND DEADLINES

6.4.1. **THE CONTRACTOR** shall be obliged to comply with each and all the timings, terms and deadlines set under **THE SPECIFIC CONDITIONS** and **THE SPECIFICATIONS**, in the provision of the services subject to the scope of application of **THE GENERAL TERMS AND CONDITIONS**, whether they consist on partial terms for the subsequent execution of the services and, in all cases, the terms established for the complete rendering of the aforementioned services.

6.4.2. The timings, terms and deadlines for the execution of the services agreed upon shall not be extended, and, therefore, delays shall not be admitted, except for reasons attributable to **TELEFÓNICA** and expressly acknowledged by it, due to force majeure as defined by the governing law or because **THE SPECIFIC CONDITIONS** provides for in a different way expressly.

In order for the delay caused by the aforementioned reasons to be accepted, it is necessary that its commencement and end is communicated in writing to **TELEFÓNICA** by **THE CONTRACTOR** at the moment they take place.

## 6.5. ACCESS TO TELEFÓNICA'S PREMISES AND SYSTEMS

### 6.5.1. ACCESS TO PREMISES

6.5.1.1. In case it were necessary for the provision of the services that **THE CONTRACTOR's** personnel had access to the premises and buildings where **TELEFÓNICA's** facilities and equipment are located, such access shall be made by use of the access card that **TELEFÓNICA** shall make available to such end and with the sole purpose of executing the task that is **EXCLUSIVELY** necessary in **TELEFÓNICA's** premises and equipment.

6.5.1.2. Once the operations have been completed, **THE CONTRACTOR's** personnel shall leave the premises and cease in the use of such access cards to make further operations or repairs in third party equipment or facilities that may be located in **TELEFÓNICA's** premises shall be prohibited.

6.5.1.3. In the event that **THE CONTRACTOR's** personnel does not comply with the aforementioned provisions and accesses the premises or buildings to make other operations or activities aside of the fulfillment

of the obligations, in compliance with **THE GENERAL TERMS AND CONDITIONS**, **TELEFÓNICA** will consider this action to be a serious fault and may opt to withdraw the access cards from **THE CONTRACTOR**, or rescind **THE CONTRACT** for such reason, which shall involve the loss of the personal guarantee **THE CONTRACTOR** provided for the execution of **THE CONTRACT**. All of the above shall not limit **TELEFÓNICA**'s right to undertake civil or criminal actions applicable to that end.

6.5.1.4. **THE CONTRACTOR** commits to transport all of its personnel, own and/or collaborative, as well as **THE SUBCONTRACTOR'S** personnel, if applicable, complying with the clauses above.

#### 6.5.2. ACCESS TO SYSTEMS

6.5.2.1. If it were necessary for the provision of the services to grant access to **THE CONTRACTOR** to the **TELEFÓNICA's** systems, regardless of the obligations in full compliance with Data Protection matters, it shall strictly comply with the regulations and instructions established at every time by **TELEFÓNICA** for access to such IT systems.

6.5.2.2. **TELEFÓNICA** shall communicate in writing such regulations and instructions to **THE CONTRACTOR** prior to commencement of the provision of the services; **THE CONTRACTOR** shall have to notify reception of such communications.

6.5.2.3. **THE CONTRACTOR** shall expressly commit to communicating and assuring compliance by its workers or **SUBCONTRACTORS**, as applicable, of the regulations and instructions for the use of the **TELEFÓNICA**'s systems, and the former shall be liable towards **TELEFÓNICA** for any breach.

6.5.2.4. **TELEFÓNICA** may modify or substitute such regulations and instructions, in which case it shall communicate the new relevant ones to **THE CONTRACTOR**.

6.5.2.5. Any breach of these regulations and instructions for the use of IT systems shall be sufficient ground for **TELEFÓNICA** to terminate **THE CONTRACT** and to require any compensation for damages or harm caused by **THE CONTRACTOR**.

## 6.6. WARRANTIES

6.6.1. **THE CONTRACTOR** warrants the correct provision of the contracted services by **TELEFÓNICA** in accordance with the provisions of the **GENERAL TERMS AND CONDITIONS, THE SPECIFIC CONDITIONS,** and **THE SPECIFICATIONS,** subject, in any case, to the international, national, autonomic or local laws, enforceable prescriptions and good practices rules and customs.

6.6.2. In order to effectively comply with the warranty, and in the event that the services have not been provided correctly, **TELEFÓNICA** may require from the **CONTRACTOR** once more the correct provision of services within the term that is specified and in the manner that is less prejudicial or inconvenient for **TELEFÓNICA**. When this is not possible, **THE CONTRACTOR** shall have to refund to **TELEFÓNICA** the full amount collected and be held liable for any expenses that may result for such breach, when the aforementioned is not possible.

6.6.3. If **THE CONTRACTOR** does not comply with its warranty obligation in the correct timely manner or does not comply with what is required according to it, **TELEFÓNICA** may be able to do so on its own or through any third parties at the expense of **THE CONTRACTOR**. The latter shall be obliged to indemnify **TELEFÓNICA** for all damages and harm caused to it.

6.6.4. The service starting from the date when the provision of services to **TELEFÓNICA** ends, shall have a warranty period not shorter than 24 months, except if **THE GENERAL TERMS AND CONDITIONS** specify other terms.

6.6.5. The lapse of the warranty period shall not release **THE CONTRACTOR** from its possible liability for latent defects or for any liability for which it may be held legally liable.

## 6.7. TELEFÓNICA'S POWER OF INSPECTION

**TELEFÓNICA** may supervise, through the correct auditing process, at any time while **THE CONTRACT** is in full force and effect, on its own or through any third parties, compliance with all **THE CONTRACTOR's** obligations, without such supervision releasing **THE CONTRACTOR** from its exclusive liability; the latter shall not be able to reject the inspectors appointed by **TELEFÓNICA**, who shall scrupulously maintain the professional secrecy.

## 6.8. PENALTIES

6.8.1. **TELEFÓNICA** shall be entitled to directly oversee compliance by **THE CONTRACTOR** with all the obligations arising out of **THE CONTRACT** and, to such end, **THE CONTRACTOR** shall always make available for **TELEFÓNICA** as many documents and information as may be requested that justify compliance with all such obligations. In the event of non-compliance with such obligations, **TELEFÓNICA** may decide on the alternative execution of the bank guarantee or to block payments due to **THE CONTRACTOR**, until such obligations have been fully complied with, notwithstanding **TELEFÓNICA's** right to terminate **THE CONTRACT**, according to the provisions of **THE GENERAL TERMS AND CONDITIONS**.

6.8.2. Non-compliance by **THE CONTRACTOR** with the total or partial terms set for the fulfillment of the contracted services shall be ground to a penalty in the manner and conditions established under **THE SPECIFIC CONDITIONS**.

6.8.3. Any penalties provided under **THE CONTRACT**, may be automatically applied by **TELEFÓNICA** and may accrue without the prior requirement to **THE CONTRACTOR**.

6.8.4. If penalties were applicable, according to the provisions of **THE GENERAL TERMS AND CONDITIONS**, these shall be strictly considered to be penalties and shall not exclude **TELEFÓNICA's** right to seek damages or harm caused by **THE CONTRACTOR**.

## 7. ASSIGNMENT AND SUBCONTRACTING

7.1. In general and unless expressly authorized in writing by **TELEFÓNICA**, **THE CONTRACTOR** shall not totally or partially assign **THE CONTRACT**. In order for the full or partial assignment of **THE CONTRACT** to be valid, a prior written authorization from **TELEFÓNICA** shall be necessary, in which case, in such authorization the terms and conditions applicable will be established.

7.2. The subcontracting of the tasks by **THE CONTRACTOR** shall require a prior express authorization in writing by **TELEFÓNICA**. If such subcontracting were to be authorized, **THE CONTRACTOR** shall be jointly and severally liable with **THE SUBCONTRACTOR** for the tasks assigned to the latter.

By virtue of the foregoing, in the event of a validly established subcontracting, **THE CONTRACTOR** shall assume the commitment to transfer to **THE**

**SUBCONTRACTOR** the obligations that arise out of this document which affect **THE SUBCONTRACTOR**. Non-compliance with such obligation shall not release either **THE CONTRACTOR** or **THE SUBCONTRACTOR** from the exact and loyal compliance with the obligations arising out of **THE CONTRACT**.

Furthermore, **THE CONTRACTOR** shall jointly and severally assume before **TELEFÓNICA**, together with the **SUBCONTRACTOR**, the obligation to respond to each and every one of the confidentiality obligations, secret duties and security measures to be adopted regarding personal data.

**TELEFÓNICA** reserves the right to verify the compliance with such obligations, for which it may request the documentation that it deems necessary for these purposes.

**THE CONTRACTOR** and **THE SUBCONTRACTOR**, if any, shall provide, prior to commencement of the service, sufficient documentation to prove:

1. That all its employees have been registered within the Social Security; and
2. That they are up to date on the payment of the Social Security Contributions for their workers and other labor obligations.

Also, **TELEFÓNICA** reserves the right to verify the quality assurance systems and the installations of **THE SUBCONTRACTOR**, in the manner it deems appropriate.

**7.3. TELEFÓNICA** may fully or partially assign the rights and obligations arising out of **THE CONTRACT** to another company from **THE GROUP**, without **THE CONTRACTOR** being able to demand indemnification or compensation whatsoever. In order for such assignment to have effects before **THE CONTRACTOR** such assignment shall be notified in advance by **TELEFÓNICA**.

## **8. LICENSES, PERMITS AND OTHER EXPENSES DERIVING FROM THE CONTRACT**

**THE CONTRACTOR** shall be solely responsible for the request, process, management and procurement on its own and at its expense of any permits, licenses and authorizations necessary for the execution of **THE CONTRACT**. The same shall apply to the procurement of import licenses, customs duties or any other expenses that may apply and be necessary.

In any case, **THE CONTRACTOR** shall be directly liable for the claims that may be brought before **TELEFÓNICA**, as a result of a lack of permits, licenses and authorizations necessary or due to the lack of payment of the aforementioned rights and expenses.

**THE CONTRACTOR** shall be obliged to paying the expenses related to the formation of the **CONTRACT**, in the event the document should be certified by a public notary.

## 9. CONFIDENTIALITY AND DATA PROTECTION.

### 9.1. CONFIDENTIALITY

Any information that could be revealed orally, written or by any other means or form, tangible or intangible, currently known or invented in the future, exchanged as a result of **THE CONTRACT**, should be deemed "Confidential Information", Including but not limited to the following, it will be considered confidential information, in addition to **THE CONTRACT**, the discoveries, concepts, ideas, knowledge, techniques, designs, drawings, drafts, reports, contracts, documents, diagrams, models, samples, databases of any type, as well as any information regarding financial, commercial, technical and/or industrial aspects of **THE GROUP**.

**THE CONTRACTOR** undertakes during and subsequently to the term of **THE CONTRACT**, to handle all the managed information and which it has access to, including **THE CONTRACT**, the information that **TELEFÓNICA** provides , as well as that which is obtained in the execution of **THE CONTRACT**, in a strictly confidential manner, fulfilling the following obligations:

1. Use the confidential information solely for carrying out the purpose of **THE CONTRACT**.
2. Allow access to confidential information only to those employees that, providing their services to **THE CONTRACTOR**, need the information for the implementation of the tasks subject by **THE CONTRACT** for which the use of this information is strictly necessary.
3. Keep secret of the confidential information that is managed as a result of **THE CONTRACT**.

4. Safeguard the confidential information in restricted access areas, maintaining it, at all times, and separated from the confidential material of third parties in order to avoid any kind of mixture or confusion.
5. Have the means and procedures to prevent the loss of information. **THE CONTRACTOR** should report any filtration of information of which they know/become aware of, caused by infidelity of the individuals who have access to such confidential information. The communication, will not release **THE CONTRACTOR** from liability but, upon non-compliance, it shall be ground for liability for such omission.
6. Limit the use of the confidential information disclosed to that which is strictly necessary for the fulfillment of the purpose of **THE CONTRACT**. **THE CONTRACTOR** assumes liability for any different use of the agreed one, performed by them or their employees, which have been allowed access to the confidential information.

Notwithstanding the obligations imposed legally and/or assumed by the receiving party of the confidential information, the confidentiality obligations listed in the previous clause will not be applicable to the information when the receiving party can demonstrate the following:

- a) That the information was in the public domain at the time of having been disclosed.
- b) That, after having been revealed, it was published or otherwise became part of the public domain, without breach of the obligation of confidentiality by the party receiving such information.
- c) That at the time of having been the information revealed, the receiving party was already in possession of it by lawful means or legally the party had a right to access it.
- d) That the party had the prior written consent of the other party to disclose the information.
- e) That it has been requested, in accordance with current and applicable legislation, by a competent Administrative or Judicial Authorities that should pronounce on full or partial aspects of it, in which case, the party that have to exhibit the information must communicate it to the other party prior to the exhibition.



In the event that **THE CONTRACTOR** is required by legal obligation to reveal information deemed confidential, should notify it such situation to **TELEFÓNICA** prior to disclosure of such information. The notification should be in writing and include the nature of the request, the authority that makes the requirement and term in which it should be complied with for the purpose of allowing **TELEFÓNICA** to seek for the appropriate method or mechanisms for protecting the disclosure of the information outside of the requirement or, in its case, reduce its scope.

The breach by **THE CONTRACTOR** of this confidentiality clause empowers **TELEFÓNICA** to terminate **THE CONTRACT** and additionally, require the damages and harm that have been caused.

Upon termination, for any reason, and due to the relationship between **THE CONTRACTOR** and **TELEFÓNICA**, the information should be returned or destroyed, according to the criteria that it deems appropriate, the confidential information that it has; searching for and erasing from its computers and/or records any reference, data, information or documentation. In any case, **THE CONTRACTOR** should prove in writing the fulfillment of this obligation and that it has not retained confidential information.

This confidentiality commitment will be kept in effect indefinitely.

## **9.2. DATA PROTECTION**

The present clause 9.2 may not be subject to modification by the PARTICULAR CONDITIONS.

When the provision of services, involves any kind of processing by the **CONTRACTOR** of personal data for which **TELEFÓNICA** is the Controller, the **CONTRACTOR** is subject to the provisions of the ANNEX I - PERSONAL DATA PROTECTION AGREEMENT, which forms part of these GENERAL CONDITIONS.

For these purposes, when submitting a bid, the **CONTRACTOR** will include the ANNEX I - PERSONAL DATA PROTECTION AGREEMENT duly completed and signed.

## 10. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The intellectual property rights of which each party is entitled to prior to **THE CONTRACT** will continue being property of such party, unless otherwise provided in **THE SPECIFIC CONDITIONS**.

Any technology, intellectual or industrial property right, documentation or information developed as a result of the execution of **THE CONTRACT** will be owned by **TELEFÓNICA**, unless agreed or otherwise or because of the indications in **THE SPECIFIC CONDITIONS**.

The models, trademarks, patents, prototype samples, plans, designs, templates, documentation, instruction or technical know-how or technological, operative or organizational and operational, methods and systems, and, in general, any material susceptible of being intellectual or industrial property owned by **TELEFÓNICA** which it provides to **THE CONTRACTOR** as a result of the execution of **THE CONTRACT**, will be held as exclusive property of **TELEFÓNICA**.

The use of names, brands, signs, logos or other distinctive signs or identifications owned by any party, or by indication of any party, in no case this will be understood as a license or transfer of use or constitution of any right in favor of the other parties over such goods.

Notwithstanding the foregoing, if for the execution of **THE CONTRACT** it were necessary to grant a license of use for the elements subject to any intellectual or industrial property rights previously mentioned by either of the parties, such license will solely be understood as granted in the terms and for the time that is strictly necessary for the execution of **THE CONTRACT**.

**THE CONTRACTOR** warrants to **TELEFÓNICA** that the provision of the services covered by **THE CONTRACT** will not constitute a breach of any patent, distinctive sign, copyright or any other Industrial or Intellectual property right of a third party during the validity and execution of **THE CONTRACT**.

If a complaint is filed against **TELEFÓNICA** upon an infringement of a third party's intellectual or industrial property rights as a result of **THE CONTRACT**, **TELEFÓNICA** shall immediately notify **THE CONTRACTOR** regarding any claim or suits related with the breach of any copyright or industrial or intellectual property rights over the services, so that **THE CONTRACTOR** become a party in the defense,

conciliation or commitment process regarding the breaches that were alleged by the parties.

**THE CONTRACTOR** will be liable for each and every one of the expenses resulting from **TELEFÓNICA's** defense, as well as for any amounts that they are required to pay to **TELEFÓNICA** for such reason. All of this, notwithstanding **TELEFÓNICA's** right to exercise the legal actions it deems necessary and to claim for damages and harm caused for such reason.

In the case it were determined that the products infringe on any copyright or intellectual property right and their use is prohibited, **THE CONTRACTOR** should at its own expense, provide the resources so that **TELEFÓNICA** may continue using the products, replace them with products that don't infringe on the law, provided that **TELEFÓNICA** accepts the alternative suggested by **THE CONTRACTOR**.

The breach by **THE CONTRACTOR** of this intellectual property clause will enable **TELEFÓNICA** to terminate **THE CONTRACT** as well as require the damages and harm caused and also to exercise the legal actions it deems appropriate.

## **11. SOCIAL, LABOR, TAX AND ENVIRONMENTAL OBLIGATIONS**

The present clause 11 may not be subject to modification by the **PARTICULAR CONDITIONS**.

**11.1 THE CONTRACTOR** and, when applicable, **THE SUBCONTRACTOR** must have the necessary means for warranting that no child labor exists in their activity. They shall also guarantee the compliance with the applicable law on labor subject, Social Security, Occupational Safety, Hygiene and Health and environmental labor provisions as well as those connected with waste electrical and electronic equipment management.

It especially undertakes to acquire the necessary means to protect, prevent, as well as provide training and information on labor risks for its own employees who may need the provision of services. Similarly, it undertakes to comply and ensure employees comply with the preventing measures applicable in each case.

**THE CONTRACTOR** and, when applicable, **THE SUBCONTRACTOR**, exclusively undertake the role of master or employer with respect to the employees they hire

for the execution of **THE CONTRACT**. To this effect, **THE GROUP** shall remain exempt from the relationship between **THE CONTRACTORS** and, when applicable, **THE SUBCONTRACTOR** and the personnel referred to; and **THE CONTRACTOR** shall guarantee **THE GROUP** absolute indemnity for any liability resulting from the relationship with their personnel and, when applicable, with that of **SUBCONTRACTOR**.

**THE CONTRACTOR** and, where appropriate, the Subcontractor, exclusively assumes, the nature of employer or entrepreneur regarding the personnel it employs for the execution of **THE CONTRACT**. In this regard, **THE GROUP** will not be a part in the relation between **THE CONTRACTOR** and, where appropriate, the Subcontractor and the mentioned personnel. **THE CONTRACTOR** warrants to **THE GROUP** absolute indemnity from any liability that may be derived from the relation with its personnel and, where appropriate with the personnel of the subcontractor

**11.2 TELEFÓNICA** shall remain exempt from any claims arising between **THE CONTRACTOR** and its personnel, who shall guarantee **TELEFÓNICA** absolute indemnity for any liabilities incurred by the latter as a result of the relationships between **THE CONTRACTOR** and the personnel referred to.

Notwithstanding the foregoing, if, due to breach by **THE CONTRACTOR**, **TELEFÓNICA** should be held liable in any manner (including possible sanctions due to lack of affiliation or registration of the Social Security of any of the workers employed in such activity), **THE CONTRACTOR** shall be obliged to indemnify **TELEFÓNICA** for the amount due for such liability, including judicial and non-judicial expenses and costs related to the defense of the latter.

Specifically, if **TELEFÓNICA** were obliged, by virtue of final judgment, to include in its payroll any **CONTRACTOR**'s worker, the latter shall be obliged to indemnify **TELEFÓNICA** for the amounts which might become payable in the event of a wrongful dismissal (indemnification and interim salaries).

**11.3 THE CONTRACTOR** shall set regarding its employees the aspects inherent to its patron condition (shift, labor day, holidays, salary regime application, disciplinary regime, labor claims, workers' choice and training, legal representation relationships, etcetera).

**11.4 THE CONTRACTOR** shall make available all resources, professional training or training specific to labor risk prevention, clothing, and facilities to prepare the food of the staff and hygiene facilities, etcetera.

**11.5 THE CONTRACTOR** shall be obliged to keep an economic guarantee as a minimum during the year following the end of the works, for the purpose of bearing possible joint liability due to salaries and Social Security which may arise out of the breach by the **CONTRACTOR** of its business obligations.

**11.6 THE CONTRACTOR** shall submit, if Telefonica requires it, together with its offer, a Social Security clearance certificate before the General Treasury of the Social Security. Prior to commencement of the operation contracted or subcontracted, the **CONTRACTOR** shall prove **TELEFÓNICA** that all of the workers of the former taking care of such operations are registered in the social security; such proof shall also be required if new workers are later hired for the performance of such operations.

**11.7** Under no circumstances shall **THE CONTRACTOR** employ for its service for the execution of the operations related to compliance with the service and **THE CONTRACT** staff in **THE GROUP** without the express written consent by it.

**11.8 THE CONTRACTOR** represents to be up-to-date as regards payment of all its tax obligations and obliges itself to prove that its **SUBCONTRACTORS**, in the event that such subcontract had been previously authorized by **TELEFÓNICA**, are in the same situation. With the purpose of proving the foregoing, if Telefonica requires it, **THE CONTRACTOR** shall give **TELEFÓNICA** a certificate issued by the Tax Administration proving that it is up-to-date as regards its tax obligations as regards the twelve months prior to the date of execution of **THE CONTRACT** and/or the date of commencement of the service.

**THE CONTRACTOR** obliges itself to give **TELEFÓNICA**, while **THE CONTRACT** is in full force and effect, successive renewals of such certificate after twelve months of the date of issuance of the previous certificate.

Not submitting the initial certificate and/or the successive renewals by **THE CONTRACTOR** shall enable **TELEFÓNICA** to suspend provisory payments in favor of **THE CONTRACTOR** accrued for the services rendered, with a prior ten (10)-day notice and until **THE CONTRACTOR** proves such compliance. Otherwise, such circumstance shall be ground enough to terminate the award made by **TELEFÓNICA** and/or **THE CONTRACT** at any time while it is in force and effect.

Likewise, **THE CONTRACTOR** commits to be up-to-date as regards payment of all its tax obligations during while **THE CONTRACT** is in force and effect.

**11.9 THE CONTRACTOR** and, if applicable, **THE SUBCONTRACTOR**, shall be obliged to manage all environmental aspects and those connected with management of waste of electronic and electric devices which are involved in their operations, under their complete legal and business responsibility and, in turn, in compliance with all the obligations provided by governing law, including committing to the environmental requirements established by the company.

Notwithstanding the foregoing, if for reason of **THE CONTRACTOR** such commitments were not complied with and liability for **THE GROUP** could arise out of that, **THE CONTRACTOR** shall be liable to pay the amount of such liability, including any legal costs or expenses related to the defense of **THE GROUP**.

**11.10** If **THE CONTRACTOR** and the **SUBCONTRACTOR**, if any, should not comply with the foregoing obligations, **THE GROUP** may terminate by operation of law **THE CONTRACT**, only through written notice served on **THE CONTRACTOR**, which shall be obliged to indemnify all damages caused to **TELEFÓNICA** and any third parties.

**11.11 THE GROUP** may control on its own or through third parties, through the related auditing process, compliance **THE CONTRACTOR** of all the obligations previously mentioned.

## **12. ANTICORRUPTION OBLIGATIONS**

The present section 12 (Anticorruption Obligations) may not be modified by the **PARTICULAR CONDITIONS**.

12.1. **THE CONTRACTOR** hereby represents, warrants and covenants that:

- (a) **THE CONTRACTOR** and any of its controlling entities or persons, affiliates, partners, officers, directors, employees and agents involved in the Relevant Undertaking<sup>1</sup> will comply at all times in connection with and throughout the course of the Relevant Undertaking (if applicable, including upon acquisition of the products and/or contents that are relevant for the provision of the services subject matter of the contractual relationship between **TELEFÓNICA** and **THE CONTRACTOR**), with all applicable laws, statutes, regulations and codes relating to combating corruption, including without limitation the United States Foreign Corrupt Practices Act (collectively, "Anti-Corruption Laws");

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<sup>1</sup> "Relevant Undertaking" means the subject matter of the contractual relationship between **TELEFÓNICA** and **THE CONTRACTOR**.

- (b) In connection with the Relevant Undertaking, neither **THE CONTRACTOR** nor any of its controlling entities or persons, affiliates, partners, officers, directors, employees or agents will offer, promise or give, nor have they, as at the effective date of the contractual relationship between **TELEFÓNICA** and the **CONTRACTOR**, offered, promised, or given money or anything of value, directly or indirectly, to (i) any "Government Official"<sup>2</sup> in order to influence official action or otherwise obtain an improper advantage; (ii) any other person while knowing that all or any portion of the money or thing of value will be offered or given to a Government Official in order to influence official action or otherwise obtain an improper advantage, or (iii) any other person in order to induce him or her to act disloyally or otherwise improperly;
- (c) The **CONTRACTOR** will keep and maintain accurate and reasonably detailed books and financial records in connection with the contractual relationship between **TELEFÓNICA** and the **CONTRACTOR**, and the Relevant Undertaking;
- (d) The **CONTRACTOR** has and shall maintain in place throughout the term of the contractual relationship between **TELEFÓNICA** and the **CONTRACTOR** its own policies or procedures to ensure compliance with Anti-Corruption Laws, sufficient to provide reasonable assurances that violations of Anti-Corruption Laws will be prevented, detected and deterred;
- (e) The **CONTRACTOR** shall promptly report to **TELEFÓNICA** any violation of any of its obligations under paragraphs (a), (b) and (c) of this Section 12.1; in such event, **TELEFÓNICA** reserves the right to require that the **CONTRACTOR** immediately take appropriate remedial actions;
- (f) The **CONTRACTOR**'s representations, warranties and covenants in this Section 12.1 extend equally, for the avoidance of doubt, to any third parties subject to the control or influence or acting on behalf of the **CONTRACTOR** in connection with the Relevant Undertaking, and the SUPPLIER has taken reasonable steps to ensure their compliance; and no rights or obligations of, or services to be rendered by the **CONTRACTOR** in connection with the Relevant Undertaking shall be assigned, transferred or subcontracted to any third party without the prior written approval of **TELEFÓNICA**;
- (g) The **CONTRACTOR** shall certify its compliance with this Section 12.1 periodically as may be required by **TELEFÓNICA**.

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<sup>2</sup> "Government Official" includes anyone working for or on behalf of a national, state, provincial or local government department, body, agency or other government entity (including government-owned or controlled companies) or any public international organization. The term also includes political parties, party officials and candidates for political office.

## 12.2 Breaches:

- (a) Breach of this Section 12 shall be deemed a material breach of the contractual relationship between **TELEFÓNICA** and the **CONTRACTOR**. In the event of a breach of Section 12.1, except if remedied pursuant to Section 12.1 (e) above, the contractual relationship between **TELEFÓNICA** and the **CONTRACTOR** may be immediately suspended or cancelled by **TELEFÓNICA** and any claims for payment by the **CONTRACTOR** may be forfeited.
- (b) To the extent permitted by law, the **CONTRACTOR** will indemnify and hold **TELEFÓNICA** harmless from and against any and all claims, damages, losses, penalties, costs (including but not limited to legal fees) and expenses arising from or related to, any breach by **TELEFÓNICA** of its obligations under Section 12.1.

12.3 **TELEFÓNICA** shall have the right to audit the **CONTRACTOR**'s compliance with its obligations and representations under Section 12.1. The **CONTRACTOR** shall fully cooperate in any audit, review, or investigation conducted by or on behalf of **TELEFÓNICA**.

## 13. PRICE AND TAX TERMS AND CONDITIONS

### 13.1. PRICE

The price of **THE CONTRACT** includes everything that is subject matter to it, in accordance with it and with these **GENERAL TERMS AND CONDITIONS** and the associated **SPECIFICATIONS**, and everything that should be contributed or performed by **THE CONTRACTOR** for its fulfillment, with no other exceptions that the concepts or services that have been expressly excluded.

The price shall also include all liens levied on the subject matter of **THE CONTRACT**, or accruing from it. Excepted from the aforementioned is the Value Added Tax (VAT), which **THE CONTRACTOR** shall break down and allocate in a different and separate manner from the tax base and with the related tax expression, according to the provisions of the Applicable Law and Regulations for such tax. **THE CONTRACTOR** commits expressly to declaring and entering the installments that apply according to the provisions of this paragraph and in accordance with the governing legislation.

Contractual prices shall not be altered. Price rises shall not be admitted as regards those provided in **THE CONTRACT** unless expressly agreed in writing. As a result, **THE CONTRACTOR** shall not have any right whatsoever to review the



prices agreed upon in **THE CONTRACT** except, only and exclusively, in the event that in it or in the **SPECIFIC CONDITIONS**, such right is acknowledged through express terms on the revision of prices, within the limits stipulated in such terms.

Services not included in **THE CONTRACT** shall not be paid if their execution has not been previously offered by **THE CONTRACTOR** in writing and with the express indication of its price and accepted, also in writing, by duly empowered representatives of **TELEFÓNICA**.

## 13.2. BILLING

**TELEFÓNICA** may make available for **THE CONTRACTOR**, printed models or IT elements necessary for the preparation of invoices and to attest to the execution of services.

Invoices shall be submitted in the place, conditions and terms which are determined in **THE CONTRACT** or in **THE SPECIFIC CONDITIONS**, if applicable.

### REQUIREMENTS FOR BILLING

For billing purposes, **THE CONTRACTOR** shall comply with the following requirements:

- a. It shall provide all the identification data of **THE CONTRACTOR** and **TELEFÓNICA** and any other data that is required by Law or applicable regulations.
- b. It shall comply with the IT procedures established (for example, those based in the Adquira Marketplace E-commerce platform) doing everything that is necessary for the invoices prepared in this manner to be legally fully efficient.
- c. It shall prepare all invoices through **ADQUIRA**. **TELEFÓNICA** may be able to receive printed invoices only if that is necessary according to the governing national legislation in the country of **THE CONTRACTOR**. To use the Platform to prepare invoices as is pointed out at the beginning is a necessary requirement for the reception of the printed invoice.

### 13.3. TERM AND PAYMENT METHOD

Payment of the invoices shall be made in the term that is specified in **THE SPECIFIC CONDITIONS** or, in its absence, in **THE CONTRACT** or in **THE AWARD LETTER**.

Invoices shall be duly prepared and sent to **TELEFÓNICA**, in compliance with all the requirements set in Condition 12.2 of this document in order to proceed to payment within the agreed upon terms. For the purposes of such validity, the following shall be necessary:

1. That the invoice meets all legal and regulatory requirements.
2. That the invoice is delivered to the location and/or individual indicated for its reception.
3. That the invoice was issued and delivered in agreed time.

Payment of invoices does not imply that **TELEFÓNICA** consider that **THE CONTRACTOR**'s obligations have been fulfilled, nor that it waives any right that it might be entitled to before **THE CONTRACTOR** and, if applicable, before **THE SUBCONTRACTOR**, which rights it may exercise notwithstanding the payment made.

### 13.4. TRANSFER OF THE COST OF OCCUPATION OF COMMON SPACES AND SERVICES BY THE CONTRACTOR

13.4.1. In connection with **THE CONTRACTOR**'s staff which shall perform tasks connected with the subject matter of **THE CONTRACT** in the **TELEFÓNICA** premises, the latter may transfer to **THE CONTRACTOR** the cost related to the **occupation and use of common services and spaces ("COSTS")**. Occupation of spaces and use of common services to which this condition makes reference shall only and exclusively be made through such staff of **THE CONTRACTOR** as is appointed for the rendering of the service and with the sole purpose of such rendering as while it lasts.

13.4.2. The occupation of spaces and use of common services shall be made by **THE CONTRACTOR** according to the instructions indicated by **TELEFÓNICA** at each time.

**THE CONTRACTOR** shall be directly liable to **TELEFÓNICA** for all damages caused for noncompliance with such instructions. In this case, **TELEFÓNICA** may also demand the termination of **THE CONTRACT** forthwith.

13.4.3. The spaces that **THE CONTRACTOR** requires to make use of in premises of **TELEFÓNICA** for the rendering of services shall be determined by **TELEFÓNICA**, which may modify said locations at any time during the term of **THE CONTRACT**.

13.4.4. Since the occupation of spaces is associated with the rendering of the service, **THE CONTRACTOR** shall vacate the occupied spaces once **THE CONTRACT**, finishes for whatever reason, or even before if, by common agreement, **TELEFÓNICA** and **THE CONTRACTOR** decide that the staff, as a whole or a part of it, rendering the service from premises owned by **TELEFÓNICA** should render the service from premises of **THE CONTRACTOR** or, in any case, not owned by **TELEFÓNICA**.

13.4.5. **TELEFÓNICA** shall make available to **THE CONTRACTOR** the documents related to the assessment of safety and health risks at work, planning of preventive actions and measures of protection, prevention and emergency to be adopted pursuant to legislation on Occupational Risk Prevention, with the purpose of giving notice about them to its workers.

**THE CONTRACTOR**, in furtherance of the legislation on Occupational Risk' Prevention, agrees to provide the necessary means for protection and prevention, as well as training and information on the work hazards to their own employees which may be required for the completion of the services which are the subject matter of **THE CONTRACT**.

13.4.6. The price which, as the case may be, **THE CONTRACTOR** shall pay to **TELEFÓNICA** for **THE COSTS**, the periods of billing and payment of the price, as well as everything related to the update of the same, shall be detailed in **THE SPECIAL TERMS AND CONDITIONS** which apply to the hiring in question.

13.4.7. The invoices which correspond to **THE COSTS** may be offset automatically against any amount owed by **TELEFÓNICA** to **THE CONTRACTOR** for whatever reason.

### 13.5. OFFSETTING AND ASSIGNMENT OF CREDITS

All credits which result from the rendering of services pursuant to the present Folder in favor of **THE CONTRACTOR**, may be subject to offsetting on their due date against any other which **TELEFÓNICA** had against **THE CONTRACTOR**, whether they arise from the same contractual relationship or not, and regardless of the fact that on the due date **THE CONTRACTOR** continued to be entitled to them, a simple notification to **THE CONTRACTOR** of the offset performed being sufficient.

To this end, the assignments of credits which, as the case may be, are performed by **THE CONTRACTOR**, may never harm or undermine the rights of **TELEFONICA** to apply the withholdings, offsetting or penalties which it may be entitled to against **THE CONTRACTOR**, being able to raise against the assignee the same defenses which are available against **THE CONTRACTOR**, specifically the offsetting of credits, and to undertake any actions against the assignee which could be undertaken against the former and which are related with the assigned credit rights.

### 13.6. TAXES

**TELEFÓNICA** has the obligation to comply with the withholdings on the price, in such manner as is prescribed by the tax legislation and/or Treaties on tax issues.

**THE CONTRACTOR** whose address for tax purposes is located in a country party to a Double Taxation Treaty, shall deliver, before the payment is made, a certificate of address for tax purposes. Once said certificate is delivered, **TELEFONICA** shall proceed to apply the tax withholdings pursuant to the provisions of the Treaty.

**THE CONTRACTOR** who has been registered for a VAT Special Scheme, pursuant to the provisions of the national legislation of each country (for example, the Special Payment Scheme pursuant to the provisions of section 23 of Law 14/2013, dated September 27, of Support to the Entrepreneur), shall expressly notify this to **TELEFONICA** in a term of 20 calendar days from the time it was expressly notified of the award of the rendering of services, in which case said scheme shall be considered applicable to all the invoices that the **CONTRACTOR** issues to **TELEFONICA**, except for waiver, which shall also be expressly notified with at least 20 calendar days' notice prior to the issuing of the first invoice where the aforementioned Special Scheme shall no longer be applicable.

**THE CONTRACTOR** shall assume any liability which could be directed at **TELEFÓNICA**, holding it harmless, in the event of inaccuracy of the information supplied in the aforementioned forms or non-compliance with the obligations which could be applicable to it as subject within the Special Scheme.

For every other case, inasmuch as there are no express agreements, any taxes or duties which are accrued or arise as a consequence of the performance of **THE CONTRACT** shall be assumed pursuant to the national law of each country.

#### **14. USE OF ELECTRONICCOMMERCE TOOLS - REGISTRATION WITH THE REGISTRY OF ACCREDITED COMPANIES**

**14.1.** In order to speed up the **REQUEST OF OFFERS**, the submission of offers,, the formalization of agreements (whether through **THE CONTRACT** or through the **AWARD LETTER**), the processing of orders or service orders, management of invoices and approvals, and the billing activities, **THE CONTRACTOR** and **TELEFONICA** will use the electronic procedures from the E-Commerce Adquira Marketplace Platform (hereinafter "**ADQUIRA**").

To such end, **THE CONTRACTOR** and **TELEFÓNICA** shall register with **ADQUIRA** assuming the fixed and variable costs which may arise from the relation with the latter. To such end, the related **CONTRACT** shall be executed. In the event that said contract has already been executed, a contract modification to update the services, rates or any other modification shall be added.

In the event of implementing new software and other equivalent cases, it shall be made progressively, agreeing that **TELEFÓNICA** may require from **THE CONTRACTOR** the use and/or adaptation to the use of the new available feature, once the existence of the new software has been notified.

**14.2.** Every **CONTRACTOR** that intends to be contracted or subcontracted for works in a construction site must be registered in the Certified Companies Registry which depends on the labor authority where **THE CONTRACTOR** has its principal place of business and shall prove this by filing the certificate of registration. .

**THE CONTRACTOR** acknowledges:

- That the execution of documents electronically through the E-Commerce Platform of Telefonica is performed by means of an advanced electronic signature system (or another equivalent secure way of electronic identification pursuant to applicable legislation), understanding as such a

group of information in electronic format which enables the identification of **THE CONTRACTOR** and the detection of any posterior changes in the executed information, which is linked to **THE CONTRACTOR** uniquely and to its related information, and which has been created by such means which it can maintain under its exclusive control, in order to identify **THE CONTRACTOR**, its authorship and insure the integrity of the executed content.

- That the documents executed electronically through said Platform and pursuant to their terms fully count with the legal effects, the validity, the efficiency of a handwritten document and its evidentiary weight, furthermore the parties hereby expressly agree to it.

**THE CONTRACTOR** shall be responsible for the authenticity of the information provided as a result of filling the required forms for the registration and access to the Platform, for maintaining the information provided to **TELEFONICA** updated so as to correspond, at every moment, with the actual situation of **THE CONTRACTOR**, of its proxies and agents, for complying with the obligation to safeguard the signature creation data associated to every electronic certificate and its correct use, being **THE CONTRACTOR** sole responsible for the damages which may be caused to him or which it causes to **TELEFONICA** or to third parties for said reasons.

**TELEFÓNICA** shall not be liable for any damages which may be caused by the incorrect, illegal or negligent use of the Platform or the electronic signature by **THE CONTRACTOR**, or for the damages of any nature which may be due to the impersonation of **THE CONTRACTOR** in any type of communication or document executed through the Platform using the advanced electronic signature.

## 15. LIABILITY

**15.1. THE CONTRACTOR** shall perform the subject matter of **THE CONTRACT** under its sole and exclusive liability toward **TELEFÓNICA** for the correct performance thereof. The approval or modification by **TELEFONICA** of the projects, calculations, blueprints and other technical documents elaborated by **THE CONTRACTOR**, does not release him from his liability for the results, which shall in no event be shared with **TELEFONICA**.

**15.2.** Furthermore, **THE CONTRACTOR** shall be liable for any damages which may be caused both to third parties as well as to **TELEFONICA**, by reason of the performance of the services which are agreed to or which are imposed on it by rules or applicable treaties or as a consequence of the willful or negligent actions of its employees, and in particular, shall indemnify it in the event of damages, deterioration or losses to buildings, facilities, machines, equipment or furniture for causes accountable to the staff of **THE CONTRACTOR** or to himself.

**15.3.** In furtherance of the aforementioned, when **TELEFÓNICA** awards in favor of **THE CONTRACTOR**, the performance of works or the rendering of services which must be undertaken in facilities of **TELEFÓNICA** or of third parties, whether in private or public places, **THE CONTRACTOR** agrees to purchase, before the commencement of said works, and to maintain during the term of **THE CONTRACT**, a liability insurance with enough coverage to cover any damages which may be caused to third parties by reason of the performance of said works or services.

In any case, **THE CONTRACTOR** is obliged to indemnify **TELEFÓNICA**, in the case that it was to assume any kind of liability for said reasons.

**15.4.** **TELEFONICA** may charge to **THE CONTRACTOR** the amount of the penalties or compensations it had to disburse by reason of the non-compliance on the part of the latter of its obligations arising from the contract or the law, treaties, willful or negligent actions by its staff, and this notwithstanding the demand for indemnification for damages caused and the undertaking of such legal actions as **TELEFONICA** deems convenient in the defense of its interests. In furtherance of the compliance of this condition, **TELEFÓNICA** may offset the amount of said penalties or indemnifications against any credit that **THE CONTRACTOR** holds against it.

**15.5.** **THE CONTRACTOR** shall solely and completely assume the liabilities which may arise in the event of insufficient or imperfect materials, equipment, supplies, tools, machinery, methods and auxiliary means which are used in the performance of the **CONTRACT**.

**15.6.** The contracting or existence of a Civil Liabilities policy shall be mandatory for awards whose amounts are equal to or greater than 10,000 Euros; the insured party of said policy will be **THE CONTRACTOR** for the coverage of damages and/or losses caused or claimed to **THE GROUP** company and/or its affiliates and/or its participations. The policy will include general civil liabilities, activities liabilities, liabilities corresponding to claims made by employees to the employer, and liabilities regarding products or services with a maximum compensation limit according to the volume of the award and the type of product/service. The minimum amount of the policy shall be established based on the product/service that will be supplied/provided, and may be 2 million, 3 million, or 5 million Euros in Europe, or 2 million, 3 million, or 5 million United States Dollars when the product/service is supplied/provided in America.

The aforementioned policy or a copy of it shall remain current and effective for the term of **THE CONTRACT**, with the maximum indemnification limits never being below those herein required. The maximum deductibles not covered by the insurer in the required policies cannot exceed in any case the 20,000 Euros or its counterpart in the currency used in the contract.

The non-compliance with regard to the existence, hiring or full maintenance of the policies, coverage and maximum indemnification limits herein required shall cause forthwith the indemnification for damages on behalf of the provider to any entity of **THE GROUP**, its affiliates and/or entities in which any participating interest is held.

Compliance with the requirements herein does not exempt the provider from any civil liability not covered by the required insurance policies.

This clause 15.6 may not be subject to modification by the **PARTICULAR CONDITIONS**.

## **16. TERMINATION OF THE CONTRACT**

**16.1.** **THE CONTRACT** may be terminated both due to the general causes provided by Law for the termination of the contracts, and for the breach of the general obligations set forth in **THE GENERAL TERMS AND CONDITIONS** or the corresponding **SPECIFIC CONDITIONS**, with no other obligation than giving written notice to the defaulting party, which shall be obliged to pay the other party for damages and harm caused for such reason.



**16.2.** It is expressly established that **TELEFÓNICA** shall have the right to terminate **THE CONTRACT** for the following reasons:

1. The death, cessation of activity or incapacity supervening of **THE CONTRACTOR** or the extinction or transformation of the legal nature of **THE CONTRACTOR**. If this were the case, **TELEFÓNICA** may require the continuation of **THE CONTRACT** with the new entity, which will be subrogated in all of the rights, obligations and liabilities under it.
2. The alleged executory proceedings, prejudgment attachment or other interim measures ordered against **THE CONTRACTOR** or, as the case may be, the **SUBCONTRACTOR**.
3. For the abandonment or stoppage of the services required to **THE CONTRACTOR** in the terms provided by **THE SPECIFIC CONDITIONS** or by **THE CONTRACT**.
4. For breach of the instructions received from **TELEFÓNICA** to correct deficiencies in the provision of services under the terms set forth in **THE SPECIFIC CONDITIONS** or in **THE CONTRACT**.
5. For transmission, assignment or transfer by **THE CONTRACTOR** of all or part of its contractual obligations or by outsourcing subcontracting of all or part of the services entrusted, without prior written authorization from **TELEFÓNICA**.
6. Due to force majeure preventing the provision of services under the terms set forth in **THE SPECIFIC CONDITIONS** or in **THE CONTRACT**.

Force majeure means any unforeseeable event, or if anticipated could not be avoided, which prevents the execution of works/provision of the contracted services, which shall be notified to **TELEFÓNICA** the day following the occurrence of the lack of service.

7. When **THE CONTRACTOR** breaches the undertaken obligations, uses personnel from **TELEFÓNICA**, in its service, or breaches its confidentiality agreement or its obligation to secrecy or the adoption of safety measures on personal data.
8. Because of **THE CONTRACTOR** misuse of the name and/or logos of **TELEFÓNICA**.

9. When **THE CONTRACTOR** misuses its access card to facilities of **TELEFÓNICA** (in accordance with 6.5.), or the facilities themselves.

The termination of **THE CONTRACT** for the above reasons or for others attributable to **THE CONTRACTOR** shall result in the obligation to pay **TELEFÓNICA** the amount of any direct or indirect damages and harm caused by the termination of **THE CONTRACT**.

Furthermore, **THE CONTRACTOR** undertakes to notify **TELEFÓNICA**, as soon as possible, regarding any change that affects the structure or composition of the share capital, and **TELEFÓNICA** may, if it deems appropriate, terminate **THE CONTRACT** for such reason without **THE CONTRACTOR** having a right to any compensation or indemnification

In the event that **TELEFÓNICA** decides to terminate **THE CONTRACT** for any of the aforementioned causes, it shall immediately be enforceable prior written communication to **THE CONTRACTOR**. From that moment **TELEFÓNICA** may carry out itself, or entrust a third party the provision of the services under **THE CONTRACT**.

The termination of **THE CONTRACT** shall always be notified in writing to the other party stating:

- 1) Grounds for termination;
- 2) The relevant liquidation;
- 3) Compensation for damages, indicating the period within which that operates;
- 4) Admissibility of the execution of the Deposit or not, and
- 5) The application of penalties, if applicable.

The right to terminate **THE CONTRACT** at any time for cause of force majeure is recognized. In such case, no compensation shall exist for the damages that such circumstances may cause due to such termination.

## 17. AMENDMENT OF THE CONTRACT

If, subsequent to the signing of a contract subject to the scope of application of this document, and as a result of new needs or unforeseen causes at the time of subscription of **THE SPECIFIC CONDITIONS** or **SPECIFICATIONS**, the need arises

for changes in the content thereof, such changes shall be accepted by **THE CONTRACTOR** and **THE CONTRACTOR** and **TELEFONICA** shall, by mutual agreement, agree on the new technical, economic or term adjustments, if any, and which shall necessarily be included in the relevant Annex to **THE CONTRACT** and shall adjust to the regulations set forth herein.

## **18. NOTIFICATIONS**

Any notice or communication between **TELEFÓNICA** and **THE CONTRACTOR** shall be made by any written means that allows the sender to record or keep proof of its receipt by the addressee.

Domiciles and persons entitled to make and /or receive such notices shall be determined in **THE CONTRACT**.

## **19. REFERENCES TO REGULATION**

In general, and with relation to the regulatory references that appear in **THE GENERAL CONDITIONS** and in the rest of the contractual documentation, it shall be understood as follows:

- 1) That, errors and omissions, they are made to the legislation which is intended to be applicable to the current recruitment at the time of drafting the specified documents.
- 2) That, notwithstanding the foregoing, if such standards are supplemented, amended or replaced by other, the references shall be updated to current standards at all times.
- 3) That in the event of execution of **THE CONTRACT** takes place in a country other than Spain; the applicable regulations shall be those governing the subject matter in the country in question, except that in the Tender documents the relevant **SPECIFIC CONDITIONS** establish a different regulation.

## **20. JURISDICTION**

**THE CONTRACTOR** and **TELEFÓNICA** shall voluntarily waive the jurisdiction that may apply, and expressly subject themselves, for the resolution of any dispute or disagreement about the execution, interpretation or performance of **THE CONTRACT**, to the jurisdiction of the courts of the Capital City in which **TELEFÓNICA**, is domiciled, unless other jurisdiction is set forth in **THE SPECIFIC CONDITIONS**.

**ANNEXES**

**Nº1- PERSONAL DATA PROTECTION AGREEMENT**

## ANNEX 1

In [...], on [...] 20[...]

### PERSONAL DATA PROTECTION AGREEMENT

[\*\*\*] incorporated and registered in [\*\*\*] with tax identification number [\*\*\*] whose registered office is at [\*\*\*] (hereinafter the "Customer" or " Controller"), and, and on its behalf, Mr. [\*\*\*], with Identity Card number [\*\*\*], acting as a Legal Representative by virtue of the explicit power of attorney adopted by, and raised to a public document on [\*\*\*] before the Public Notary of [\*\*\*], Mr. [\*\*\*], with number [\*\*\*] of his official records, and

[\*\*\*] incorporated and registered in [\*\*\*] with tax identification number [\*\*\*] whose registered office is at [\*\*\*] (hereinafter the "Provider of the Service" or " Processor"), and, and on its behalf, Mr. [\*\*\*], with Identity Card number [\*\*\*], acting as a Legal Representative by virtue of the explicit power of attorney adopted by, and raised to a public document on [\*\*\*] before the Public Notary of [\*\*\*], Mr. [\*\*\*], with number [\*\*\*] of his official records, and Hereinafter will be jointly referred to as the "Parties" and individually as the "Party".

If, as a consequence of the execution of the present Contract the Provider of the Service should have access and should perform any kind of processing of the personal data of which the Customer is the controller, this will be done in its condition as "the Processor", in accordance with what is established in article 28 of the GDPR.

The Processor undertakes to respect the following provisions at all times

### INTRODUCTION

- I) The correct execution of the present Contract may require that the Provider of the Service should perform any kind of processing of personal data on behalf of and in the name of the Customer. The nature and the categories of personal data are set out in **Appendix A**.
- II) For the purpose of complying with what is established in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 regarding the protection of individuals with regard to the processing of personal data and the free movement of said data (henceforth "**GDPR**"), applicable from 25 may 2018, and the remaining applicable legislation regarding data protection, both Parties want to sign the present Personal Data Protection Agreement which regulates the processing of personal data.

### CLAUSES

#### 1. Commitments of the Services Provider as Processor.

- 1.1 The Processor shall comply, at all times, with all the obligations that are stipulated for the processing in accordance with what is established in the GDPR and any

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other regulations (national or supranational) that may be applicable at any given time, and with the reasonable and documented instructions of the Controller which are considered part of this Agreement, at all times providing sufficient guarantees to apply adequate technical and organizational measures for this purpose. Specifically, the Processor agrees, without any additional cost, to:

- i. Process the personal data strictly necessary for the execution of the present contract, and may not communicate or deliver them to third parties in any case, unless it has the express authorization, and in writing, of the Controller for those legally admissible assumptions. In no case, the Processor shall use said personal data for its own purposes (including backup copies) and/or different purposes. If the Processor, for legal reasons, must share information with a legal authority, the Processor shall immediately notify the Controller.
- ii. The personal data to be processed shall be the exclusive property of the Controller, also extending this ownership to as many preparations, assessments, segmentations, or similar processes that, in relation to them, are done by the Processor in accordance with the contracted services, with the Parties stating that these personal data will be confidential for all intents and purposes.
- iii. Maintain a documented record of all the categories of processing activities carried out on behalf of the Controller within the framework of this Contract, which contain:
  - a. the name and contact details of the Processor or subcontractors, and of each Controller on behalf of whom the Processor acts, as well as, as the case may be, of the representative of the Controller or Processor and, as the case may be, of the data protection officer;
  - b. The categories of the processing carried out on behalf of each Controller;
  - c. As the case may be, said transfers of personal data to a third country or international organization, including the identification of that third country or international organization and, if necessary because of the Applicable Data Protection Regulation, the documentation of suitable safeguards;
  - d. A general description of the technical and organizational security measures;
- iv. Assist the Controller, taking account the nature of the processing, through appropriate technical and organizational measures, whenever possible, so that it can comply with its obligation to respond to the requests whose objective is the exercise of the rights of the data subjects, this is, the rights

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of transparency, information, access, rectification, and erasure (right to be forgotten), restriction of processing, portability, object, or not to be the subject to a decision based solely on automated processing (including the profiling), among others specified in Chapter III of the GDPR. In any case, when the data subjects exercise the aforementioned rights in respect of the Processor, it must communicate this situation to the Controller. The communication must be done immediately and in no case later than the business day following the reception of the request, together, as the case may be, with other information that may be relevant to resolve the request.

- v. In general, it is the Controller who must facilitate the right of information at the moment of the data collection. However, if the Processor should collect the data on behalf of the Controller, it will be the Processor who will have to facilitate the information that is related to the data processing that will be carried out, in accordance with the applicable data protection regulations. The wording and format in which it will be facilitated must be agreed with the Controller before the beginning of the data collection.
- vi. Assist, collaborate, cooperate, and actively help the Controller in relation to the performance of the data protection impact assessments in the terms of article 35 of the GDPR.
- vii. Assist, collaborate, cooperate, and actively help the Controller in the execution of the prior consultation to the competent supervisory authority, where appropriate, in the terms of article 36 of the GDPR, taking into account the nature of the processing and the available information of the Processor.
- viii. Assist, collaborate, cooperate, and actively help the Controller in relation to the notifications and communications of a personal data breach to the supervisory authorities and data subjects in the terms of articles 33 and 34 of the GDPR, respectively.
- ix. According to the choice of the Controller, delete or return in a legible format all the personal data once the provision of the services of this Contract ends, deleting the existing copies unless their retention is required (in any case, applying the relevant security measures, in accordance with the GDPR and other applicable regulations) of the personal data by virtue of the Right of the Union or the Member States, providing, if so requested by the Controller, a certificate of compliance of the previously signed by authorized representatives of the Processor, or by an independent third party of recognized prestige. The Processor must comply with any request for deletion or return of personal data made by the Controller within 5 business days from the request.

- x. Guarantee the training and awareness necessary in terms of personal data protection of the people authorized to process the Personal Data. Specifically, to guarantee that its personnel is aware of the security measures used by the Processor, how to apply them, and how to respond to incidents related to personal data breach.
- xi. In the event that the Processor is not established in the Union and is processing the personal data of data subjects that are in the Union, it must designate a representative in a Member State, in accordance with what is established in article 27 of the GDPR. The representative of the Processor shall be expressly designated by written mandate from the Processor and will at all times act on its behalf.
- xii. Designate, where appropriate, a data protection officer.
- xiii. In the event that adherence to a Code of Conduct or Certification Mechanism is intended, the Processor shall work closely in everything so that the Controller can achieve the required security standards.

## 2. **Technical and organizational security measures**

2.1 The Processor shall adopt the technical and organizational measures, taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purpose of the processing, as well as risks of varying likelihood and severity for the rights and freedoms of natural persons that are appropriate in each case to guarantee an adequate level of security regarding the risk, as well as the rights of the data subjects, in accordance with what is established in article 32 of the GDPR. When assessing the adequate level of security, the Processor agrees to also take into account the risks presented by the processing, specifically due to the accidental or illegal destruction, loss, and modification, and the unauthorized communication of, or access to, personal data that is transmitted, stored, or subject to any other type of processing.

In any case, it will implement the security measures indicated in **Appendix C** of this Agreement and, specifically, but not limited to, the following measures:

- measures that make it possible to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident;
- necessary measures to ensure the ongoing confidentiality, integrity, availability, and permanent resilience of the processing systems and services;



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- measures that make it possible to regularly test, evaluate, and assess the effectiveness of the technical and organizational measures implemented to guarantee the security of the processing;
- in cases where necessary, pseudonymisation measures and the encryption of personal data;

2.2 In any case, the Processor agrees to adequately monitor the compliance of these technical and organizational measures, and to annually justify to the Controller the compliance of said measures through the delivery of a certificate of compliance prepared by an independent expert of recognized prestige in the market.

### 3. **Subcontracting**

3.1 The subcontracting of all or part of the services entrusted to the Processor is forbidden unless prior and writing authorization from the Controller, notwithstanding the subcontracting of auxiliary services for the normal functioning of the services of the Processor provided that this does not imply an access to the Personal Data by the subcontractor.

3.2 If the Processor should proceed to subcontract, the subcontractor shall also be regarded as processor in the same terms as the Processor in this Agreement. In this sense, the Processor agrees to sign an agreement of confidentiality and data processing with the third party subcontractor through which the subcontractor agrees to comply with the obligations of this Agreement, in the same manner as the Processor, as well as to follow the instructions of the Controller in relation to the processing of the Personal Data. In any case, the same data protection obligations will be imposed on the subcontractor in such a way that the processing complies with the provisions of the GDPR.

3.3 In any case, the Processor and the subcontractor shall be jointly liable for the actions and omissions of the subcontractor.

3.4 Once said agreement with the subcontractor is signed, the Processor agrees to provide the Controller a copy of said agreement for the purposes of certifying the compliance of what is established in the present.

3.5 For the purposes of the subcontracting authorization, the Controller authorizes the subcontracting by the Data Processor of the third parties and services specified in **Appendix B** of this Agreement. In any case, the Processor will inform the Controller in advance, of any planned change in the incorporation or substitution

of other subcontractors, thus giving the Controller the power to oppose said changes or substitutions.

#### **4. International Transfers**

4.1 In no case the Processor may perform actions related to the processing that involve an international transfer of personal data without the prior written authorization of the Controller. When requesting authorization, the Processor must have obtained the required authorizations or guarantee the required measures that legitimize said transfers, in accordance with articles 44 and following of the GDPR prior to its execution, including, as the case may be, the submission to the standard contractual clauses in force at the time of the execution of the international transfer and approved by the European Commission, in accordance with the procedures established for said purposes in the GDPR, and subject to the enforceable rights of the data subjects and effective legal actions for the data subjects are available.

4.2 The authorization of the Data Controller shall be required, unless the Processor has to perform an international transfer by virtue of the Right of the Union or of the Member States that are applied to the Processor, the Processor shall immediately inform the Controller of that legal demand before performing said transfer, unless this is not permitted for important reasons of public interest, in accordance to what is established in the GDPR.

4.3 In addition, the Processor must indicate if he intends to provide part of the service from a country outside the European Economic Area, either directly by the Processor, or by any subcontractor. In such case, it will be subject to compliance with the requirements applicable in this clause 4 and to that set forth in clause 3 "Subcontracting".

#### **5. Personal Data Breach**

5.1 In the event of an incident that may involve a personal data breach, the Processor shall notify said breach to the Controller without undue delay and, in any case, no later than 24 hours after it has had evidence of the incident, in the email address [DPO\\_telefonicasa@telefonica.com](mailto:DPO_telefonicasa@telefonica.com).

5.2 Since the moment it becomes aware of the incident, the Processor shall adopt the necessary measures to address the personal data breach, including, if appropriate, measures to mitigate the possible adverse effects.

- 5.3 Without prejudice to the foregoing, the Processor will execute as fast as possible the instructions that the Controller may request regarding a personal data breach that is notified to it.
- 5.4 The notification referred to in the first paragraph must include the information included in **Appendix D**. In any case, the Processor shall implement and maintain a documented security incidents management process that, at least, includes the identification, date of detection, classification, prioritization, scaling, research and diagnosis, resolution, and recovery and closure.
- 5.5 In the event of a non-compliance of the data security, and if it is required by the Controller, the Processor shall cooperate with speed and integrity in the research and management carried out by the Controller, including: help in any research, facilitate interviews with any personnel of the Processor and other people involved in the matter, to make available all the records, logs, files, data reports, and other materials related to the personal data breach.
- 5.6 The Processor shall ensure that any of its security contacts is available to help and provide support to the Controller in relation to any personal data breach.

## 6. Confidentiality

- 6.1 The Processor agrees to comply with the obligation of confidentiality and secrecy regarding the facts, personal data, information, knowledge, documents, and other elements to which it has access because of the provision of the agreed service, without being able to keep a copy, or use it, for any purpose other than what is expressly established in this Agreement.
- 6.2 Furthermore, the Processor agrees that the confidential information will only be available to those natural or legal persons who need the information for the development of tasks for which the use of said information is strictly necessary. In this regard, the Processor shall warn said natural or legal persons of their obligations regarding confidentiality, ensuring compliance with said obligations, and will ensure that the persons authorized by the Processor within its organization to process Personal Data will have expressly agreed, and in writing, to respect the confidentiality and to comply with the corresponding security measures in the terms equal to those established in the Agreement.
- 6.3 These obligations of confidentiality will remain even after the termination of the present Contract.

## **7. Access to personal data by employees/third parties**

7.1 The Processor assumes the obligation to transfer and gather the express agreement, and in writing, of those employees who access to personal data and any kind of information of the Controller, assuming all responsibility for the compliance of the obligations contained in the Agreement by said employees.

7.2 The Processor guarantees to the Controller that it will provide the necessary training in terms of data protection to all those persons authorized to access them. The Processor shall keep the documentation accrediting compliance with these obligations available for the Controller.

7.3 It will be the sole obligation and responsibility of the Processor to control and update the nominal list of all those employees who access the systems of the Controller, and must provide to the latter, whenever it so requires and without undue delay, said updated list.

## **8. Right of information in the collection of personal data on behalf of the Controller.**

8.1 When the service entrusted to the Processor requires the collection of personal data on behalf of the Controller, the Processor agrees to inform said customers prior to the collection of the personal data, and with the informative clause drafted for this purpose by the Controller, that said data collection is performed in the name and on behalf of the Controller, and that the data will be incorporated in a processing registry that is the responsibility of the latter, for the purpose of offering them a certain product or service.

8.2 The Processor has the obligation to keep the proof of compliance with the legitimacy of the processing, in the form determined by the Controller. Similarly, guaranteeing the data subject the adoption of the necessary measures to ensure the confidential processing of their data is mandatory, informing them of the possibility of exercising the rights of access, rectification, erasure, restriction of processing, portability, and object, as indicated in clause 1.1. iv. of the present Agreement.

## **9. Audits**

9.1 The Processor agrees to make available to the Controller, within a period of 15 days from the request, all the information necessary to demonstrate compliance with the obligations established in this Agreement, as well as to enable and contribute to the performance of audits of its information systems, including

inspections, by the Controller or any other auditor authorized by the Controller who, in any case, will have the right to perform as many audits and/or inspections it deems appropriate to the Processor to verify compliance with this Agreement, as well as the rest of the provisions established in the GDPR, even once the provision of the services of this Contract has ended.

## **10. Personal contact information of the Parties**

- 10.1 Each Party is hereby informed that the contact information of their representatives and employees will be processed by the other Party for the purpose of making it possible to develop, comply, and control the agreed upon provision of services relationship, with the basis of the processing being the compliance of the contractual relationship, retaining the data during the entire time that this relationship exists, and even after that, until any potential liabilities stemming from the relationship prescribe. In addition, each of the Parties shall comply with its obligation of information to their respective representatives and employees.
- 10.2 The data of the Parties may be communicated to banks and financial entities for the management of collections and payments, to the Tax Agency and other Public Administrations for the purpose of carrying out the corresponding tax declarations and complying with their respective legal obligations, in accordance with current regulations, and to the Public Administrations in the cases stipulated by Law for the purposes defined therein.
- 10.3 The Parties may request access to the personal data which is referred to in this clause, its rectification, erasure, portability, and restriction of its processing, as well as object said processing, in the domicile of the other Party.

## **11. Liability**

- 11.1 The Processor shall be responsible for the actions that may lead to penalties or fines that for said infractions were attributable to the Controller, or to claims for damages stemming from the non-compliance of the aforementioned, and shall compensate the Controller for the amounts that for said reason it has had to pay, including legal and out-of-court expenses and costs that the defence of the Controller may incur in.
- 11.2 The Controller may directly claim against the Processor any economic sanctions that may be imposed on it by the competent data protection authority as a consequence of said non-compliance.

## **12. Non-compliance**

12.1 The non-compliance by the Processor of the present Data Protection Agreement will entitle the Controller to terminate the contract for the provision of services referred to in the present Agreement.

## **13. Applicable law and jurisdiction**

13.1 The present Agreement shall be governed and interpreted according to Spanish law, and the competent jurisdiction for any disputes shall be the Courts of the city of Madrid. Any controversy between the Parties must be previously raised to the Monitoring Committee established by the Parties for monitoring the present Agreement and/or the Services Contract. In the event that there is no agreement between the Parties, in this case it shall be subject to the indicated jurisdiction.

13.2 If a provision of this Agreement is now, or in the future, declared null, or a truly necessary provision should not be included, the validity of the remaining provisions of this Agreement will not be affected. Any null provision or legal loophole shall be replaced by a valid legal precept corresponding to the greatest extent possible to the potential plans or intentions of the Parties, in accordance with the purpose of the present Agreement if the Parties had been aware of the legal loophole.

## **14. Validity of the Agreement**

14.1 If the personal data is placed at risk by seizure or confiscation, insolvency proceedings, composition procedures or similar events or measures by third parties while it is under the responsibility of the processor, said situation must be reported to the Controller without delay. Furthermore, all relevant parties in said action must, without undue delay, be informed that the sovereignty of the aforementioned data lies with the Controller.

## **15. Appendices:**

- Appendix A: Type of personal data and processing activities
- Appendix B: Subcontractors/subprocessors
- Appendix C: Security Measures
- Appendix D: Notification of a personal data breach

In witness whereof, the Parties in two counterparts, each an original, sign this Agreement in ..... on .....

**THE CUSTOMER**

**THE PROCESSOR**

**APPENDIX A:**

**TYPE OF PERSONAL DATA AND PROCESSING ACTIVITIES**

To be completed and complemented by the competent department of the Data Controller along with the Data Processor.

Ticking the boxes is possible via double-click on the box and selecting "Activated" under "Default".

1.1	<p><b>Nature and purpose of data processing</b>  <i>Detailed explanation why data are processed at all and to what extent, e.g. provision of an Internet portal, sending out advertising letters via mail for the period of ..., inspection and maintenance of the following systems: ..., compliance with statutory regulations pursuant to law ..., etc.</i>  <i>Remarks shall be made here, the sole reference to other documents is not sufficient. Documents referred to additionally shall be attached to this agreement as a print-out annex.</i></p>	
1.2	<p><b>Specification of data processing</b>  <i>Mark with an x</i></p>	<p><input type="checkbox"/> Massive data loading in the system  <input type="checkbox"/> Extraction  <input type="checkbox"/> Structuring  <input type="checkbox"/> Transmission  <input type="checkbox"/> Conservation  <input type="checkbox"/> Interconnection  <input type="checkbox"/> Consultation (only at the request of the responsible of the treatment for the resolution of incidents)  <input type="checkbox"/> Limitation  <input type="checkbox"/> Broadcast  <input type="checkbox"/> Destruction  <input type="checkbox"/> Collation  <input type="checkbox"/> Communication  <input type="checkbox"/> Suppression  <input type="checkbox"/> Conservation  <input type="checkbox"/> Other: describe.....</p>
1.3	<p><b>Types of personal data</b>  Indicate the personal data that the Processor will have access during the processing.</p>	
1.4	<p><b>Data subjects</b>  i.e. Employees of the Controller, Clients, others.</p>	
1.5	<p><b>Data Controller information</b></p>	<p>Name:  Department:  Phone number:  Email address:</p>

Global Procurement and Supply Chain Department

1.6	<p><b>Data Processor</b>  <i>The Data Processor will be appointed, including the legal form, address, telephone number and email address.</i></p>	<p>Name:.                  Address:.                  Phone number:                    Email address:</p>
1.7	<p><b>Establishments of Processor</b>  <i>Addresses where personal data of Controller will be processed or accessed by Processor (i.e. several subsidiaries)</i></p>	
1.8	<p><b>Data Protection Officer</b>                  Name and contact information (at least, telephone number and email address) of the data protection officer.</p>	<p>Name/Department:                    Phone number:                  Email:</p>
1.9	<p><b>Responsible Department of the Controller</b>                    The internal department that has to make this request or is responsible for defining the content and data</p>	<p>Name/Department:                  Phone number:                  Email:</p>
1.10	<p><b>Authorized Persons / Departments to Issue Instructions to the Data Processor</b>                  The persons or departments of the Controller authorized to order the changes in the processing must be designated (to be defined within the contracting department).</p>	<p>Name/Department:                  Phone number:                  Email:</p>
1.11	<p><b>Recipient of the Data Processor to receive instructions from the Data Controller.</b>                  The persons or departments of the Data Processor authorized to receive instructions from the Controller.</p>	<p>Name:                  Phone number:                  E-mail:</p>
1.12	<p><b>BA-No./Purchase Order/Service of the Agreement:</b>                  As soon as the number under which the Processor will be obliged is known, it shall be entered here.</p>	
1.13	<p><b>Commencement of Processing</b></p>	<p><input type="checkbox"/> scheduled for:  <input type="checkbox"/> commenced on:</p>
1.14	<p><b>Scheduled Duration of Assignment</b></p>	<p><input type="checkbox"/> unlimited:  <input type="checkbox"/> limited up:</p>
1.15	<p><b>On-Site Controls of the Implementation of the Technical and Organisational Measures at the Premises of the Processor</b></p>	<p><input type="checkbox"/> no, not carried out yet / not planned  <input type="checkbox"/> An on-site control at the premises of this Processor was/will be carried out by the Controller was/will be carried out by the Controller on</p>



## APPENDIX B

### SUBCONTRACTORS- SUBPROCESSORS

#### a) Introduction

This Appendix describes, the Processor´s subcontractors for the provision of the services covered by the contract.

*To be completed by the Data Processor. If necessary, please add additional lines. Ticking the boxes is possible via double-click on the box and selecting "Activated" under "Default". All applicable boxes shall be ticked here.*

*Sub-contractors will be/have been assigned with the performance of a part of the services for the fulfillment of the main agreement:*

Yes => *The following chart shall be completed. Other sub-contractors processing or having the possibility of access to Controller´s personal data and not listed in the chart have **not** been commissioned by the Data Processor.*

No =>, *No further information is necessary.*

Global Procurement and Supply Chain Department

Sub-contractor/ Group company details	Location of storage/ of intended access to Personal Data as intended [if differing from address of sub-contractor]	Does any processing of or any access to Personal Data from third countries (outside the EU/EEA) take place? [e.g. through the commissioning of additional contractors by the commissioned sub-contractor]	Subject matter of sub- processing and categories of Personal Data being processed	In case of international transfer of personal data takes place, description of the guarantees offered (Commission Decision, standard contractual clauses, authorization of supervisory authority, other guarantees ...)
Name/entity:  Address:  Data protection officer incl. contact data:	Address:	<input type="checkbox"/> Yes,  <i>[please specify which contractor, address/location of potential data access, type of service and data categories]</i>  <input type="checkbox"/> No, access to Personal Data is precluded.		<input type="checkbox"/> Yes, existing  <input type="checkbox"/> No, because
Name/entity:  Address:  Data protection officer incl. contact data:	Address:	<input type="checkbox"/> Yes,  <i>[please specify which contractor, address/location of potential data access, type of service and data categories]</i> <input type="checkbox"/> No, access to Personal Data is precluded.		<input type="checkbox"/> Yes, existing  <input type="checkbox"/> No, because

## APPENDIX C

### SECURITY MEASURES

Taking into account the state of the art, the application costs, and the nature, scope, context, and purpose of the processing, as well as variable risks of probability and severity for the rights and liberties of individuals, *the Processor* will apply adequate technical and organizational measures to guarantee an adequate level of security regarding the risk, which, as the case may be, may include, among others:

- a) the pseudonymisation and encryption of personal data;
- b) the ability to ensure the continued confidentiality, integrity, availability and resilience of processing systems and services;
- c) the ability to restore availability and access to personal data quickly in the event of a physical or technical incident;
- d) a process of regular verification, evaluation and assessment of the effectiveness of technical and organisational measures to ensure secure processing.

For its compliance, the Processor shall assess the adequacy of its current level of security as well as the risks that may affect the security of the data, in accordance with a recognized and sustainable methodology in this matter, and which takes into account the consequence of the destruction, loss, or accidental or illegal alteration of the personal data that is transmitted, stored, or otherwise processed, or the unauthorized communication or access to said data.

Furthermore, it must implement a set of controls and security measures recognized in information security standards or regulations that develops, at least, the following information security domains as applicable and whenever possible:

- i) Information Security Policies.
- ii) Security organization.
- iii) Safety related to people.
- iv) Assets Management.
- v) Access Control.
- vi) Classification and Processing of Information.
- vii) Physical Security.
- viii) Infrastructure security.
- ix) Operations security.
- x) Network and communications security.
- xi) Security of the Development life cycle.
- xii) Incidents management.

*The Processor* must provide the Controller all the information necessary to demonstrate compliance of its obligations, as well as for the execution of the audits or inspections performed by the Controller or other authorized auditor.

Furthermore, if the current regulations in terms of data protection or any other related regulation that is applicable to the processing that is the subject of the present contract

should be modified, the Processor guarantees the implementation and maintenance of any other security measures that may be required without this implying a modification a modification of the terms of the present contract.

In the event of a personal data breach in the information systems used by the Processor, the Processor must notify the Controller, without undue delay and in any case before the maximum period of 24 hours, the personal data breaches that said Processor is responsible for and that it is aware of, together with all the relevant information for the documentation and communication of the incident, in accordance with what is established in article 33.3 of the GDPR.

In said case, the Controller will be responsible for communicating the personal data breach to the Data Protection Authority and/or stakeholders, in accordance with what is established in the current regulations.

**APPENDIX D  
NOTIFICATION OF A PERSONAL DATA BREACH**

- 1) Identification of the processor.**
  - a. Name of the processor.
  - b. The name and contact information of the Data Protection Officer or other contact point of the processor in which more information can be obtained.
  - c. Indication of whether this is a first or second notification.
  
- 2) Initial information regarding a personal data breach case (complete in subsequent notifications, as the case may be).**
  - a. Date and time of the incident and the detection of the incident.
  - b. Circumstances in which the personal data breach occurred (for example, loss, theft, copy, etc.).
  - c. Nature and content of the personal data in question.
  - d. Technical and organizational measures that the processor has applied (or will apply) to the personal data in question to mitigate the possible adverse effects.
  - e. Reference to other processor or subcontractors (where appropriate).
  
- 3) Supplementary information regarding the case of personal data breach:**
  - a. Summary of the incident that has caused the personal data breach (with an indication of the physical location of the breach and the storage media).
  - b. Number of affected data subjects or subscribers/users.
  - c. Possible consequences and negative effects to the data subjects or subscribers/users.
  - d. Technical and organizational measures that the Processor has adopted to mitigate the potential negative effects.
  
- 4) Possible additional notification to the data subjects or subscribers/users:**
  - a. Content of the notification.
  - b. Communication media used.
  - c. Number of data subjects or subscribers/users to whom the notification has been sent.
  
- 5) Possible issues of a cross-border nature:**
  - a. Case of personal data breach that affects data subjects or subscribers/users from other member States
  - b. Notification to other national competent authorities

If simultaneously facilitating the information is not possible, and as long as it is no possible, the information will be gradually facilitated without undue delay.