

TERMS AND CONDITIONS FOR THE TRAMITAPP DATA CUSTODY PLAN CONTRACT

THESE TERMS AND CONDITIONS GOVERN THE TRAMITAPP DATA CUSTODY PLAN

TramitApp S.L., a Spanish company with its registered office at c/ Diego de León 5, 28006 - Madrid (Spain), registered in the Madrid Commercial Registry, Volume 35034, Folio 150, Section 8, Sheet M-630066, Entry 1, with CIF B-87620746, will safeguard the data provided by the client in accordance with these terms and conditions of the contract.

I. BINDING TERMS AND CONDITIONS OF USE

This document constitutes a contract from which legal obligations arise for you. These Terms and Conditions of the TramitApp Data Custody Plan (hereinafter, T&C) are binding and govern the conditions of use, access, and utilization of the TramitApp software, accessible through the link <https://rrhh.tramitapp.com> or the mobile application (hereinafter, the Platform).

This Agreement is effective between You (hereinafter "the CLIENT") and TRAMITAPP S.L. (hereinafter "TramitApp") upon your acceptance of these T&C.

Access to the platform implies full and complete acceptance of these T&C as well as TramitApp's Privacy Policy. Unreserved and full acceptance of these T&C is mandatory for using the Platform. If you do not agree with these terms and conditions, you should not install, access, or use the Platform.

The CLIENT guarantees that the person accepting these T&C (as well as the offer presented by TramitApp) on behalf of the CLIENT is acting as a legal representative, duly authorized, and has the sufficient legal capacity to enter into a contract.

Likewise, the payment of the annual service fee, in accordance with the offer presented by TramitApp, will be considered as an explicit expression of acceptance of these terms and conditions. This acceptance implies that the Client has read, understood, and agreed to all the clauses and conditions set forth in these T&C, committing to comply with them in their entirety.

TramitApp reserves the right to update the conditions regulated in these terms and conditions of the contract at any time. Modifications will be published in the same manner as these T&C. It is the CLIENT's responsibility to periodically review the conditions of the Agreement. If you continue to use the Platform after a modification of the terms and conditions of the TramitApp platform, it will be considered that you have expressly and unreservedly accepted such modification. In the event that you do not accept a modification of these terms and conditions, you will no longer be able to use the platform.

This Agreement will be valid and enforceable in the absence of any signed contract between the parties. Otherwise, such a contract will take precedence over these terms and conditions. For matters not covered in that contract, the provisions of these terms and conditions will prevail.

II. PRODUCT AND SERVICES DESCRIPTION

TramitApp is the platform used by the CLIENT for communication and management of their Human Resources. Once the service contract has ended, the platform will be used exclusively to securely retain the CLIENT's data within TramitApp.

The CLIENT will access the platform through the designated administrative profiles. These profiles will only be able to query the stored information and download data via the reporting tool.

Under this contract, the CLIENT is not permitted to modify, add, or delete data on the TramitApp platform, thereby ensuring the integrity and security of the retained data.

III. DURATION

The duration of the contract will be 1 year from the date of payment for the service. At the end of this period, the service will automatically renew unless either party expressly notifies the other of their desire to terminate the contract. Notification must be provided at least 30 days before the intended termination date.

IV. PRICE

The price of the service is 3 euros per employee per year, with a minimum annual fee of 120 euros.

The total number of employees retained on the platform will be counted from the start of TramitApp's use as a communication and HR management platform until the termination date. The price, scope of services, and commercial terms are outlined in the Offer issued by TramitApp and accepted by the Client.

The price does not include VAT or any other applicable taxes or fees.

In the event that TramitApp modifies the services provided, for example, but not limited to, due to regulatory, technological, or security changes, the price may be modified.

V. BILLING AND PAYMENT TERMS

Payment will be made via bank direct debit. TramitApp will issue the invoice at the beginning of each annual period based on the budget presented in the offer issued by TramitApp.

TramitApp reserves the right to block access to the platform in the event of prolonged payment issues for the service.

If the non-payment persists, TramitApp may terminate the service and unilaterally resolve the Contract with immediate effect, without prejudice to the CLIENT's obligation to settle the outstanding debt with TramitApp.

VI. AVAILABILITY

The Platform is available 24 hours a day, 365 days a year, as long as the CLIENT has access via web and/or APP with an Internet connection.

The Platform may occasionally be unavailable due to maintenance work, technical issues, platform updates, etc. These downtimes are considered normal and will not affect the execution of this Contract.

TramitApp commits to making all reasonable efforts to resolve any issues that may arise as quickly as possible and to inform the CLIENT of service interruptions due to foreseeable or unforeseeable causes, such as planned maintenance work or network operator problems.

VII. DATA PROTECTION AND PROTECTION OF THE PARTIES INVOLVED

Both Parties will comply at all times with the current data protection regulations, particularly with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, regarding the protection of natural persons with respect to the processing of personal data and the free movement of such data (GDPR), as well as any other applicable regulations in force at any given time.

The provision of the service by TramitApp will involve access to and processing of personal data owned by the CLIENT and, where applicable, by other third parties.

The parties inform the representatives signing the contract that their personal data will be processed to fulfill the contractual obligations of each party as well as to maintain their contact information. The legal basis for the processing will be the execution of the contract and the fulfillment of the legal obligations arising from it. The data may be shared with third parties to meet the obligations arising from the contract or with public authorities to comply with legal obligations. The data will be retained for the duration of the contract and, subsequently, for the period necessary to address any potential liabilities arising from the contractual relationship.

The Parties will mutually communicate the identity of their Data Protection Officers or Data Protection Delegates if such an appointment is applicable to them. In this regard, it is informed that TramitApp has appointed a Data Protection Officer who can be contacted via email at dpo@tramitapp.com.

In any case, the data subjects may exercise their rights of access, rectification, erasure, objection, restriction of processing, data portability, and the right not to be subject to automated individual decisions, by contacting the relevant Party in writing at the registered addresses indicated in this document, or, in the case of TramitApp, by sending an email to gdpr@tramitapp.com, providing proof of identity and specifying the right they wish to exercise. Additionally, if they believe their right to personal data protection has been violated, they may contact the designated Data Protection Officer or, if applicable, file a complaint with the Spanish Data Protection Agency (www.aepd.es).

TramitApp may use the macrodata for Big Data purposes, provided that the absolute confidentiality of the data is maintained and the data is processed in an anonymized manner.

VIII. INTELLECTUAL PROPERTY PROTECTION

This Contract does not imply any transfer or assignment by TramitApp of intellectual property rights over the programs and systems belonging to the platform described in this Contract, nor does it generate any transfer of any other rights over the programs and systems to the CLIENT. It also does not grant the CLIENT any right to copy, replicate, or imitate, in whole or in part, even temporarily, the utility of the systems and/or programs belonging to TramitApp.

The CLIENT agrees to use the information received solely and exclusively for the activities related to the use of the platform described in this Contract.

The CLIENT agrees not to develop an in-house platform with the same purposes and functionalities as the TramitApp platform during the contractual relationship and for an additional year after the contract's termination. Otherwise, it will be considered plagiarism, and TramitApp reserves the right to take legal action against the CLIENT.

Furthermore, the CLIENT is expressly prohibited from providing access to the platform, as well as sharing the username and password, with anyone outside the CLIENT or their Accounting/Consulting Firm.

IX. DATA DESTRUCTION

Finalizada la relación contractual TramitApp procederá a bloquear todos los datos del CLIENTE disponibles en la plataforma para cumplir las correspondientes obligaciones legales aplicables. Tras la finalización del periodo de bloqueo, TRAMITAPP procederá a eliminar de forma automática dicha información.

X. LIMITATION OF LIABILITY

The rights and obligations described in these T&C constitute a whole and regulate all effects and consequences between the Parties in relation to this Agreement. Under no circumstances shall either Party pursue legal actions not contemplated in these terms and conditions. TramitApp is not responsible for any misuse of the platform by the CLIENT or for the information the CLIENT makes available on it. TramitApp is also not responsible for the misuse and/or loss of security passwords by the CLIENT or for any viruses that may be present on the device from which the CLIENT accesses the platform.

In any case, if either Party detects a security breach of any kind that could affect the platform and its use, they must promptly notify the other Party to mitigate any potential damage caused.

In the event of a breach of these terms and conditions, TramitApp's maximum aggregate liability will not exceed an amount equivalent to twice the CLIENT's annual recurring service fee for the current year or the year projected.

To the extent permitted by law, TramitApp shall not be liable for indirect, incidental, consequential, special, punitive damages, or loss of profits, even if advised of the possibility of such damages. This limitation applies regardless of the cause of the claim. TramitApp shall

also not be liable for third-party claims that may result in compensation. In any case, TramitApp's total liability shall not exceed the amount specified in this section.

Similarly, TramitApp shall not be liable to the CLIENT for any detrimental event unless the CLIENT has notified TramitApp in writing of their claim within twenty (20) calendar days from the date the CLIENT became aware of it.

TramitApp does not guarantee that the Platform or its content is appropriate or suitable for any particular activity. TramitApp is excluded from all liability for any damages of any kind that may arise from misrepresentation regarding the usefulness that users may have attributed to the Platform, as well as any lack of accuracy in the information provided by the users.

XI. CONFIDENTIALITY

Any information or material provided by either party, whether registered or not, under these T&C, shall be deemed strictly confidential and will be treated as such by the receiving party, including its employees, representatives, etc. The receiving party expressly undertakes to respect and ensure that others respect this confidential nature, using all necessary devices, measures, and security procedures to protect confidentiality.

The parties agree not to copy, reproduce, or by any other means transfer information or material provided by the other party to third parties, nor to allow any other person, company, or entity to copy, reproduce, or disclose, whether in whole, in part, or in any form, the information or materials provided under this contract, without the prior express written authorization of the party that supplied it.

The confidentiality obligations applicable to each party under the above provisions shall remain in effect indefinitely, even after the termination of this Contract. Additionally, the parties agree to destroy all documentation and information in their possession due to this commercial relationship once it has ended or, while still in effect, the information is no longer useful.

The party responsible for maintaining the confidentiality of the information received will be directly liable to the other party for any unauthorized disclosure or illegal use made by persons under their responsibility who have had access to the information transmitted under this Contract.

The breach of this clause will result in the immediate termination of the main contract binding the Parties.

XII. ASSIGNMENT OF THE AGREEMENT

The parties acknowledge that this Agreement shall not be assigned or transferred, in whole or in part, to a third party without the express written consent of the other Party.

XIII. TERMINATION OF THE AGREEMENT

The Agreement may be terminated for the following reasons:

1. Upon the completion of this Agreement.

2. In the event of a breach of any clause of the Agreement.
3. By mutual agreement of the Parties.

XIV. JURISDICTION AND COMPETENCE

This Agreement shall be governed by and interpreted in accordance with the common law rules of Spanish legislation.

For the resolution of any disputes that may arise regarding the application and/or interpretation of this Contract, the Courts and Tribunals of Madrid Capital shall have jurisdiction.

And as proof of agreement, the CLIENT accepts these Terms and Conditions of the Data Custody Plan Contract for the TramitApp platform.