

Service Agreement

The Supplier and the Client, hereinafter jointly as the “Parties” and individually each of them as the “Party”.

Acknowledging that both parties have the required legal capacity to formalize this Service Agreement (hereinafter referred to as the “Agreement”) and, to that effect,

EXPRESS

I. That TRUSTCLOUD is a legally incorporated company leader in the orchestration and custody of secure digital transactions that, as a trusted service provider offers, among others, the following services:

- Electronic identification service (“TrustCloud ID”).
- Management and control service for powers of attorney and notary certificates (“TrustCloud ID Governance”).
- Identification service through videoconferencing in assisted (“TrustCloud VideoID Assisted”) and unassisted (“TrustCloud VideoID Unassisted”) mode.
- Electronic signature service in all its aspects: simple, advanced, qualified and biometric (“TrustCloud Sign”).
- Certified notifications service (“TrustCloud Notify”).
- Electronic payment service (“TrustCloud Pay”).
- Electronic notary deposit service (“TrustCloud Notary”).
- Dashboard Service (“TrustCloud Dashboard”).
- TrustCloud Enhanced Systems Service.
- Digital Asset Custody Service with qualified preservation and electronic notarization (“TrustCloud Vault”).

These Services are provided through the technological platform developed by TRUSTCLOUD (hereinafter, “**TrustCloud Platform**” or the “**Platform**”) which may be fully integrated with the Client’s information systems. For the purposes of this Agreement, the Identity Governance module is considered an integral part of the Platform.

II. That the Client is interested in agreeing with TRUSTCLOUD the present Agreement detailing the terms and conditions that will be applicable to the Services and whose specific characteristics will be specified in the different Annexes that will be attached signed to the present Framework Agreement as an essential part of the same.

III. In accordance with the preceding paragraphs, both Parties have agreed to enter into this Framework Services Agreement (hereinafter, the “Framework Agreement” or the “Agreement”), which shall be governed by the provisions of this document, and in addition, to the extent applicable, by the provisions of the Civil Code, the Commercial Code, the sectorial regulations governing the business activity of each Contracting Party and, in particular, by the following.

CLAUSES

1. NATURE AND PURPOSE OF THE AGREEMENT

- 1.1 The purpose of this Agreement is to define a framework of conditions applicable to the provision, by the Supplier, of the Services whose characteristics shall be specified in the Annexes which, duly signed by the Parties, shall be attached to this Framework Agreement as an inseparable part of the same (hereinafter, and collectively, the “Services”).
- 1.2 For the provision of the services, the Supplier will provide the Customer with the technological platform “TrustCloud Platform”, which will be integrated with its information systems and will allow the Customer to formalize legal transactions of different types, for which it will use the Technology developed by its own and different manufacturers.

1.3 This Agreement is of a commercial nature and under no circumstances may the relationship between the Customer and TRUSTCLOUD be considered an employment relationship or be inferred to be a collaboration or partnership relationship, beyond the provision of the Services.

1.4 The Parties agree that they may use the electronic signature to sign this Contract and/or its Annexes and consequently accept and acknowledge that the use of the electronic signature shall have the same validity as the handwritten signature on paper.

1.5 To the best of their ability and as far as circumstances allow, the Parties shall use their best efforts to ensure that the signing of the relevant service provision annexes take place as soon as possible upon approval of the expense request and the issuance of the reservation number by the Client.

2. SERVICE DESCRIPTION

2.1 The essential characteristics of the Services to be rendered by the Supplier shall be detailed in the corresponding Annexes that the parties may agree upon and which, once signed, shall be incorporated into this Agreement.

2.2 All Annexes, duly signed, are hereby attached to this Agreement as an inseparable part of the same and, in case of conflict, shall prevail with respect to the characteristics and functional and technical description of the Services.

2.3 The Services are described in Annex I - Description of Services.

2.4 As merely a guideline, TrustCloud Vault is a digital asset safekeeping solution with qualified preservation and electronic notarization.

2.5 With regard to the provision of the qualified service for the conservation of qualified electronic signatures and seals and for the provision of the qualified delivery service, the provisions of the Declaration of Certification Practices (DCP) and the Declaration of Practices and Policies (DPyP) respectively published on the website www.trustcloud.tech shall prevail. In the event of discrepancy between this Statement and the GTC and/or any of its Annexes, the provisions of the former shall prevail.

3. TRUSTCLOUD’S OBLIGATIONS

TRUSTCLOUD commits to:

3.1 To provide, and maintain in good working order, the technical, organizational and human resources necessary to deliver the Services in accordance with:

3.1.1 The extent, procedures, criteria, technical characteristics, deadlines established in the Agreement and in the corresponding annexes;

3.1.2 The principles of due diligence of an organized professional and contractual good faith;

3.1.3 The legal requirements established in the regulations applicable to the provision of these services (by way of example only, EU Regulation No. 910/2014 of the European Parliament and of the Council of 23 July 2014 - hereinafter referred to as the “eIDAS” Regulation).

3.2 Maintain the service level (“SLA”), as specified in Annex II - Service Level Agreement. TrustCloud shall be liable to the Customer for the non-compliance or unavailability of the service level or SLAs.

3.3 Inform the Client, without undue delay, of any anomaly or incident that may arise in the provision of the Services.

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- 3.4 To do its best efforts to collaborate and cooperate with any action or requirement of a regulatory or supervisory authority in connection with the Services that are the subject matter of this Agreement.
- 3.5 Obtain and maintain the necessary licenses and/or administrative authorizations for the provision of the Services.
- 3.6 To have all the intellectual and industrial property rights required for the provision of the Services and, if applicable, the granting of the license of use to the Client, in accordance with the provisions of clause 7 - Intellectual and industrial property, as well as to guarantee their peaceful use. TrustCloud shall be held accountable before the Client for the liabilities arising from the intellectual and industrial property rights under the conditions set forth in this Agreement.
- 3.7 To appear in court or administrative proceedings, at the request of the Client or the competent body, as a Trusted Service Provider, as well as to provide the Client with reasonable assistance to explain the operation of the Services, the evidence extracted and, where appropriate, preserved or stored, as well as its legal value and probative power. The obligation to appear and provide assistance shall not include the preparation by TRUSTCLOUD of an expert report or similar document on the contracted services, nor the obligation to bear the cost derived from the preparation of the same, unless expressly agreed on by the parties. However, TRUSTCLOUD shall provide the expert or professional, if any, designated by the Client with the information required by the Client for the preparation of the report or similar document.

4. CLIENT OBLIGATIONS

The Client commits to:

- 4.1 To provide TRUSTCLOUD with all the documentation and information necessary for the proper delivery of the agreed Services, and both parties shall act in good faith and require the efforts and cooperation deemed reasonable for this pursuit.
- 4.2 To pay the agreed upon fee for the Services covered by the Agreement and in accordance with the provisions of the corresponding Appendix [III- Price Book].
- 4.3 Maintain in optimal operating conditions the computer systems and tools as well as the remaining means of its property or ownership required for the adequate delivery of the Service.
- 4.4 Use the services offered in accordance with the instructions provided by TRUSTCLOUD and, solely and exclusively, in the scope to meet the needs outlined and the purpose for which they were developed, and which is detailed in the corresponding Annexes. Consequently, it is agreed not to use these services for any other purpose, with special emphasis on those cases in which this could be unlawful or harmful to the reputation and image of TRUSTCLOUD.
- 4.5 Comply with the technical requirements informed by TRUSTCLOUD for the correct operation of the Services and guarantee the integrity and security of its computer equipment and communication networks.

In this regard, and by way of example, the Client must ensure the secrecy of the keys or passwords that allow access to any of the contracted Services. If the Client suspects that unauthorized persons have knowledge of them or detects unauthorized access, it must immediately modify them and, if the measure is not sufficient and/or the situation persists, it must immediately inform TRUSTCLOUD.

- 4.6 Unless expressly authorized in advance in writing by TRUSTCLOUD:
 - 4.6.1 Do not reverse engineer, decompile, disassemble or, through any other technique or procedure, attempt to extract or derive the source code of the Services.
 - 4.6.2 Do not alter or modify the Services or create derivative services.
 - 4.6.3 Do not develop or collaborate in the development of products or services that replicate or are substantially similar to the contracted Services for a minimum period of 5 years from termination, for any reason, of this Agreement.
 - 4.6.4 Do not modify, conceal or remove the trademark, logo, trade name or any distinctive mark of TRUSTCLOUD or other suppliers or manufacturers displayed on TrustCloud and/or in documents derived from the provision of the Services.

- 4.7 When applicable, comply with the provisions of the regulations on Prevention of Money Laundering and Terrorism and other applicable regulations and inform the Supplier of the procedures and contents to be implemented to comply with such regulations.

- 4.8 Do not use the services for the development of activities:

4.8.1 Which are illicit, illegal or contrary to good faith and public order.

4.8.2 That involves the dissemination or distribution of malware or other malicious content or that may damage the physical or logical systems of TRUSTCLOUD or other third parties and/or prevent or hinder the normal development of the Services.

In this sense, TRUSTCLOUD informs that it does not supervise the content of the information shared, kept or guarded through the Services, being, therefore, the Client the only party responsible for guaranteeing its legality.

- 4.9 To comply with the obligations with respect to the Services set forth in the respective Annexes.

- 4.10 In the event that the Customer contracts the provision of the Identification Service through videoconferencing (TrustCloud VideoID Assisted or TrustCloud VideoID Unassisted) subject to the obligations of remote non-face-to-face identification established in the Spanish regulations on the prevention of money laundering and terrorist financing, the Customer undertakes to:

4.10.1 In accordance with the provisions of art. 28 of the LPBAC, to engage an external Expert who, at least once a year, shall issue a report on the adequacy and operational effectiveness of the video identification service as an integral part of the formal identification procedures developed by the obliged entity. The Client assumes this commitment under the terms contemplated in the SEPBLAC resolution of February 12, 2016.

TrustCloud agrees to cooperate with this audit and will provide all information and documentation that may be required by the Client and requested by the external expert.

4.10.2 Inform the user and obtain his or her express consent prior to the start of the video identification process and transmit, if it deems appropriate, the result.

4.10.3 In the interest of continuous improvement of procedures, to share information on fraud detection with TrustCloud subsequent to the video conference identification process provided by TrustCloud.

5. LIABILITY INSURANCE

- 5.1 TRUSTCLOUD guarantees to have contracted a civil liability insurance policy covering damages arising from its activity and operation up to an amount of THREE MILLION EUROS (3,000,000 €) and agrees to maintain the aforementioned insurance coverage for the entire duration of the contractual relationship with the Client and not reduce it without the express consent of the latter.
- 5.2 The Client may request TRUSTCLOUD at any time to provide documentary evidence of the contracting and validity of the insurance policies in the terms set forth above, by means of a certificate issued by the insurance company.
- 5.3 The Client undertakes to actively collaborate with TRUSTCLOUD in the process of management and notification of claims to the corresponding Insurance Company, including the delivery of the documentation and information necessary to prove the circumstances and consequences of the claim, as well as the steps taken to mitigate its impact.

6. USE OF THE SERVICE AND ASSIGNMENT

- 6.1 TRUSTCLOUD Services shall be provided on a non-exclusive basis and for the time period set forth in this Agreement and the respective Annexes or purchase orders.
- 6.2 TRUSTCLOUD may assign, in whole or in part, this Agreement and the rights and obligations hereunder to any company belonging to its Corporate Group. For these purposes, the Group shall be considered to be the group of companies, legally independent of each other, that are subject to the same control and management capacity as the

respective Party, according to the criteria set forth in art. 42 of the Commercial Code. This assignment shall be effective from the date of notification to the Client informing him of the assignment and the name of the Group company that assumes the rights and obligations of the Contract.

- 6.3 Customer may not assign, in whole or in part, this Agreement and the obligations hereunder, except with TRUSTCLOUD's prior written consent. Such assignment shall be effective from the date of TRUSTCLOUD's written authorization.
- 6.5 In no case shall the assignment give rise to additional or accessory considerations in favor of any of the Parties, nor shall it entail a reduction in the obligations to be observed by it. However, the Party that assigns its rights shall pay all expenses incurred in connection with the assignment of rights and, if any, the cost for the new implementation, start-up or continuity of the Service.

7. INTELLECTUAL AND INDUSTRIAL PROPERTY

- 7.1 For the purposes of this Agreement, **Intellectual and Industrial Property Rights** (hereinafter, "IPR") shall be deemed to be all rights recognized by intellectual property legislation (copyrights, related and "sui generis" rights), both those of a moral nature and those of a proprietary or exploitation nature for any purpose and for any form of use, as well as all rights recognized by industrial property legislation (trademarks, trade names, utility models, industrial and/or artistic models and drawings and any other similar rights), whether applied for, registered or not, including in all cases the power to apply for the appropriate registrations and inscriptions to obtain or protect these rights anywhere in the world.
- 7.2 The IPR include, in addition to the moral rights, the economic rights of (i) reproduction, in whole or in part, by any means and in any form, (ii) distribution, (iii) public communication and provision, (iv) transformation and (v) commercialization by any form or procedure.
- 7.3 The Parties declare that all intellectual and industrial property rights and other property rights of each of the Parties shall remain and continue to be owned by each Party, without the subject matter of this Agreement implying any change in the ownership thereof.
- 7.4 The elements from which the Services offered are provided - understood in a broad sense and covering both the software itself, its internal structure, programming and operation as well as the external design of its navigation interface composed, but not limited to, texts, logos, images or other similar elements - are the sole property of TRUSTCLOUD or belong to third party co-owners or licensors who grant TRUSTCLOUD the intellectual property rights required for their inclusion in the Platform and/or for the provision of the Services object of the contract.
- 7.5 The Customer obtains a non-exclusive, non-transferable, revocable, revocable, personal SaaS (software as a service) license limited in time to the term of the Agreement, in accordance with the provisions of this document and its Annexes.
- 7.6 Unless expressly stated otherwise, the adaptations, developments, modifications, works or deliverables that may be made at the Client's request or that derive from the provision of the Services shall not imply the granting of intellectual property rights other than the aforementioned right of use, and TRUSTCLOUD or its partners, as the case may be, shall be the exclusive owner(s) of all intellectual and industrial property rights that may be generated and, in particular, those relating to their reproduction, distribution, public communication or transformation. In this case, the Customer will enjoy a non-exclusive and non-transferable license of use, limited in time for the duration of the Service.
- 7.7 In the event that the Client requests TRUSTCLOUD to adapt the external appearance of the Platform and/or the Services to its corporate image, TRUSTCLOUD shall obtain a non-exclusive and non-transferable license to the brand or trade name designated by the Client and limited solely to the performance of such work. As the only exception to the foregoing, the mention of the Client's corporate name and/or the inclusion of its logo, trademark or trade name in individualized presentations shall be permitted as a mere reference and without any link to specific services being inferred in any case. TRUSTCLOUD acknowledges that the Client continues to be the exclusive owner of the trademark and all Intellectual Property

rights related to it.

- 7.8 The Parties grant each other authorization to make respective use of their logos, trademarks or trade names as a commercial reference and in accordance with customary market usage, provided that such use:
- Does not affect or could affect the validity or detract from the distinctive character of the elements;
 - Does not give rise to confusion or allow a third party to reasonably interpret that between both parties there is a relationship of commercial collaboration or partnership, which exceeds the actual provision of the Services;
 - The authorized party complies with the indications sent by the owner regarding the use, placement or representation of the logo or trademark.
- 7.9 In the event that the Client requests the performance of developments of a sufficient size to be eligible for IPR protection, specifically and exclusively for the Client, the Parties shall agree on the scope and conditions of such developments in a separate written agreement ("**Developments Agreement**"). Such transfer shall be documented by signing an addendum to the Agreement in which TrustCloud shall warrant that the IPR material has been developed specifically and exclusively for the Client.
- 7.10 The possible assignment of rights provided for in the preceding paragraph does not extend to the result of other developments, changes or tasks of any kind that may need to be carried out on the TrustCloud Platform, and which shall in any case be the property of TrustCloud.
- 7.11 TRUSTCLOUD shall not be responsible for the Client for any intellectual or industrial property claims based on:
- The use by the Client of a version of the technology on which the provision of the Services is based, or of the platform/application/functionality, other than that provided by TRUSTCLOUD from time to time;
 - The modification of the technology on which the Platform and/or the provision of the Services is based by Customer without specific and written authorization from TRUSTCLOUD; or
 - The use of the technology on which the Platform is based and/or the provision of the Services in a manner different from that contained in the associated documentation or instructions issued from time to time by TRUSTCLOUD.
- 7.12 The Supplier will be liable to the Customer for infringement of third party IPR, subject to the provisions of this Agreement, provided that:
- The Client notifies the Supplier in writing and immediately, within ten (10) calendar days from the date on which the Client has become aware of the claim, whether the claim has already been filed or has only been announced;
 - The Supplier or the third party designated by it can assume control of the defense of the claim and the transactional negotiation in all matters concerning the infringement of intellectual property rights;
 - The Client provides the Supplier or the third party designated by the latter, at their request, with the assistance, collaboration, information and authority required for the correct development of the out-of-court negotiation or the judicial process. If the Supplier understands that the claim made does not comply with any of the three previous requirements, it shall inform the Client within three (3) calendar days of having knowledge thereof.
- 7.13 In the event that the intellectual property infringement claim forces the Supplier to cease using the technology and, therefore, to provide the Services, it shall provide an alternative so that the Client can continue to offer the service to its customers and users.

8. FINANCIAL CONDITIONS

- 8.1 The Supplier shall be entitled to receive, and the Client shall be obliged to pay the Supplier the remuneration for the Services performed by the Supplier under this Agreement, as indicated in each of the Annexes included in it. The request for additional services shall be formalized by the issuance and acceptance by both parties of the applicable purchase order.
- 8.2 In general, and unless otherwise indicated in the corresponding Appendix [III - Price Book]:
- 8.2.1 The price reported for the Services shall be in Euros and shall not include VAT or other indirect taxes, which shall be settled in the invoices in accordance with the regulations in force at the time.
- 8.2.2 Payment for the contracted Services shall be made annually and shall be paid in full at the beginning of the annual period, in full at the time of receipt of the corresponding invoice and by bank transfer to the account identified for this purpose by TRUSTCLOUD.
- 8.2.3 The prices quoted to the Client may be updated annually in accordance with the Consumer Price Index (CPI).
- 8.2.4 All payments shall be non-refundable, non-cancellable and irrevocable.
- 8.3 The Client acknowledges that payment is an essential condition for the maintenance of the Agreement. Failure to pay will mean that, from the same day of the due date and without the need for prior claim:
- 8.3.1 The unpaid amount shall accrue the interest rate for late payment published at the time, in accordance with the provisions of the law of the specific country in which the service is being provided and which establishes measures to combat late payment in commercial transactions or, failing this, the sum of the interest rate applied by the European Central Bank to its most recent major financing operation carried out prior to the first day of the calendar half-year in question plus eight percentage points.
- 8.3.2 TRUSTCLOUD may suspend the provision of the Services.
- 8.3.3 The Customer shall bear all costs and surcharges incurred by TRUSTCLOUD's attempts to collect payment.
- 8.4 Each Party shall bear its own costs and expenses that it incurs or may incur in the future as a result of the negotiation and execution of this Agreement. In addition, any taxes levied on the execution of this Agreement, or the provision of the Services shall be paid by the Parties in accordance with the law.
- 8.5 In the event that part or all of the Services provided to the Client are provided by different companies of the Supplier's group, each of them may be billed for all or the corresponding and proportional part of the Services performed.
- 8.6 In the event that part or all of the Services are rendered in favor of companies of the Client's Group of companies, the Supplier may invoice each of them the totality or the corresponding and proportional part of the Services performed.

9. DIGITAL TRANSACTIONS

- 9.1 Some Services require contracting a limited number of "Digital Transactions" that correspond to the number of functional units of use of the Service. Thus, for example, within the TrustCloud Sign service, a Digital Transaction shall be equivalent to the development of a process of signing a certain contract or document with the characteristics detailed by the Client in terms of recipients, identification techniques, etc.
- 9.2 Unless otherwise stated in the relevant Schedule, the use of the Digital Transactions is subject to the following conditions:
- 9.2.1 They shall be purchased on a prepayment or "prepaid" basis.
- 9.2.2 They may be freely consumed by the Customer during the period of validity which, unless otherwise stated, is established for a period of 12 months following their activation. The activation date shall correspond to the date of acceptance of the order.
- 9.2.3 Upon expiration of the term, the Digital Transactions not consumed shall be cancelled, and the corresponding amounts shall not be refundable under any circumstances.

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9.2.4 At the end of the term or once all of the "Digital Transactions" have been consumed (whichever comes first), the Client may contract new additional packages. Consumption made by the Customer during the term of the Agreement, consumption above the transactions requested, shall entitle TrustCloud to invoice and charge for such transactions automatically, without the need for an express request by the Customer, at the price agreed upon in the Agreement.

9.2.5 Otherwise, all Digital Transactions consumed in excess will incur a Digital Transaction overage fee, which will not exceed twice the initial agreed price, and which will be billed monthly. Overage shall be understood as consumption made by the Customer outside the Agreement (e.g., due to non-renewal or termination of the Agreement).

10. DEVELOPMENT AND INTEGRATION SERVICES

10.1 In addition to the Services, TRUSTCLOUD offers Custom Development services, as well as Integration Projects of the TrustCloud Platform or its Services with the Customer's information systems.

10.2 The terms and conditions of the development and integration work set forth in the preceding paragraph shall be detailed in an Annex signed by the parties to that effect.

11. SUPPORT AND MAINTENANCE. STANDARD PLAN

11.1 Support Service

11.1.1 Helpdesk Support Services are those provided by TRUSTCLOUD's business unit at the Customer's request to resolve an error or combination of errors that prevent the operation of the Software. This service is available for software that has been properly activated, installed or integrated, and provided that it has been used in accordance with TRUSTCLOUD and other manufacturers' specifications. Excluded from this service is the diagnosis and rectification of any error resulting from a direct or indirect error or omission by the Customer, or from the use of the software in an environment for which it was not designed or authorized for use.

11.1.2 This type of support is available during the subscription period that has been contracted, on business days from Monday to Friday, in the region of Spain (Peninsula), and during business hours published in <https://TrustCloud.com/compania/sopORTE/>. The support service will be provided through a Support Call Center that attends the requests that have been registered by TRUSTCLOUD via email and video conference as indicated in the mentioned web page.

11.1.3 Excluded from this service is the diagnosis and rectification of any error resulting from a direct or indirect error or omission by the Customer, or from the use of the software in an environment for which it was not designed or authorized.

11.1.4 TRUSTCLOUD's efforts to respond to an incident depend on the Severity Level of each identified Defect, and its resolution will be subject to the Service Level Agreement of the standard support service that the customer can consult on our website.

11.2 Maintenance Service

11.2.1 TRUSTCLOUD provides its customers with solutions that may incorporate its own software and that of different manufacturers. The maintenance service provided guarantees the fixing of errors and solution of bugs as well as their corresponding updates on existing versions that are made available to the software/s contracted by the customer.

11.2.2 These Maintenance services will be available during the subscription period contracted and will consist of Perfective or Corrective maintenance. Therefore, this service does not include Evolutionary Maintenance, which consists of functional and technical improvements or evolutions of the contracted software, and which the customer may contract if desired by subscribing to our premium support and maintenance plan.

11.2.3 Therefore, excluded from this service is the diagnosis and rectification of any error resulting from a direct or indirect error or omission by the Customer, or from the use of the software in an environment for which it was not designed or authorized.

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12. TECHNICAL UPDATE OF SERVICES

12.1 TRUSTCLOUD reserves the right to perform technical updates introducing improvements or modifications for the purpose of:

12.1.1 Implementing new functionalities in the Services.

12.1.2 Adapting the Services to the current technological situation, to the evolution of security risks or to new requirements in terms of legal compliance.

12.1.3 Ensuring compatibility with changes made by third party suppliers or manufacturers.

12.2 If any updates were to have a significant negative impact on the use of the Services, TRUSTCLOUD will inform the Customer 15 days in advance.

12.3 In the event that the Special Conditions authorize the use of application interfaces, TRUSTCLOUD agrees to maintain backward compatibility in the application interfaces (API or Web Services) for at least 1 year from the availability of the interface. If the change does not maintain backward compatibility of these interfaces, and involves changes to Customer's integration developments, TRUSTCLOUD will notify the Customer 30 days in advance of such changes going into production and provide an integration environment for testing with the new interfaces. The Customer shall have the right to request an extension in the maintenance of the old interfaces, to be negotiated on a case-by-case basis, for a maximum of 90 days.

13. CONTINUITY PLAN

13.1 The Supplier shall not be responsible for the total or partial breach of the Contract when it is due to an unforeseeable event of force majeure, and without such breach being a cause for termination, although, when the interruption of the service exceeds 24 hours, the monthly remuneration shall be reduced proportionally.

13.2 Notwithstanding the foregoing, if the event that has occurred makes it impossible to continue providing the service or if it is possible, it is under conditions that are not equivalent to those established in the Agreement and/or its Annexes, the Client may opt for its early termination under the terms established in this Agreement.

13.3 In case of a force majeure event, the Supplier shall notify the Customer as soon as possible. In any case, the Supplier shall take all necessary measures to minimize the impact of such event on the performance of the Services and restore it as soon as possible.

13.4 The Supplier shall have a business continuity plan appropriate for the Services provided that ensures that these will run smoothly. The Supplier agrees to test such continuity plan and update it periodically.

13.5 The Client shall actively collaborate in the resolution of the unforeseen situation or in the mitigation of its adverse effects. Thus, the power of proportional reduction of the remuneration set out in section 1 of this clause shall not apply when:

13.5.1 The Supplier has proposed to the Customer the adoption of the appropriate containment and/or mitigation measures to allow the continuity of the service.

13.5.2 The Customer has unjustifiably refused to adopt such measures.

14. CONFIDENTIALITY

14.1 The terms of this Agreement are strictly confidential. Both Parties agree not to disclose or transmit to any third party (except to employees, collaborators or advisors of the Parties who may need such information solely in the context of the provision of the Services), without the prior written consent of the other Party, the existence, terms and content of this Agreement, the information contained in this Agreement, or which has been provided by the Party under or in connection with this Agreement or as a consequence of the provision of the Services as of or prior to the date of execution of this Agreement, whether orally, in writing or by any other means or through any medium, now known or hereafter devised, whether prior to, contemporaneously or subsequent to its execution (hereinafter, the "Confidential Information").

14.2 For illustrative and non-limiting purposes only, Confidential

Information shall include discoveries, concepts, ideas, knowledge, techniques, designs, drawings, drafts, diagrams, models, samples, graphics, know-how, source codes, as well as any technical, financial or commercial information or organizational structure of any of the parties that has been disclosed by one of the parties to the other or in any other way obtained by one of the parties during the term of the Contract and/or as a consequence, directly or indirectly, of its execution and/or of the contractual relationship existing between the parties.

14.3 In regard to Confidential Information, both Parties agree to:

14.3.1 Limit the use of the Confidential Information of the other Party for the purposes of the performance of their respective obligations and rights under this Framework Agreement and its Annexes (the "Permitted Use"). The Parties shall maintain the strictest confidentiality with respect to such Information and shall only allow access to such Information to those employees, collaborators or consultants [or Subcontractor] who must have access to it for the Permitted Use. Such employees and collaborators [or Subcontractor] shall have previously assumed a confidentiality commitment with at least the same scope as the present clause;

14.3.2 Protect and keep secret any Confidential Information of the other Party, with equal or, at least never less diligence than that applicable with respect to its own information and, in particular and without limitation, to take reasonable measures (analog and digital) to maintain its secrecy;

14.3.3 Not disclose, make public or allow access to third parties (except employees or collaborators or advisors of the Parties, [as well as, if applicable, Subcontractors] who need such Information for the Permitted Use) to the Confidential Information of the other Party either orally, in writing or by any other means or through any medium, currently known or to be invented in the future, whether prior, simultaneous or subsequent to its signature, without the prior written consent of such other Party. Notwithstanding the foregoing, the Client may share the Supplier's Confidential Information with the employees or advisors of those entities that wish to adhere to this Agreement or benefit from the effects of this Agreement.

14.3.4 Not copy, duplicate, conserve, use, store, modify, create derivative works of the Confidential Information of the other Party to perform analyses, obtain statistical data, behaviors or trends, or reproduce, in whole or in part, such Information, except as strictly necessary for the Permitted Use.

14.4 The following shall not be considered as Confidential Information:

14.4.1 That information which upon receipt, it is or becomes public knowledge without being (i) due to negligent, wrongful or intentional acts or omissions of the receiving Party, (ii) due to acts of a third party known to the receiving Party or which, under the circumstances, should reasonably have been known to the receiving Party because of their wrongful nature; and/or

14.4.2 That information that has been obtained by either Party through a third party not under any obligation of confidentiality, provided that the disclosure by such third party does not constitute an unlawful disclosure.

14.5 The obligation of confidentiality shall not prevent the Parties from disclosing such Confidential Information of the other Party that: (i) is required by law, regulation or as a consequence of rules or resolutions issued by public bodies or authorities (or its delivery to such public bodies or authorities is appropriate to avoid breaches of applicable regulations), provided that the receiving Party, if legally admissible, notifies the other Party before delivering the Confidential Information requested, discloses the minimum amount of Confidential Information necessary and takes the measures within its power to minimize the damage that could result from such disclosure; and (ii) that it is necessary to disclose to third parties in order to give the notices provided for in this Agreement or to enforce this Agreement.

14.6 The confidentiality obligations set forth in this clause shall have an indefinite duration, even once the relationship between the Parties has been terminated. The Parties recognize that, with respect to the Confidential Information that constitutes a trade secret, the duty of confidentiality is essential for the very existence of the trade secret. Therefore, the Parties confirm that their confidentiality commitment will be in force until the trade secret ceases to exist for any reason.

14.7 Upon termination of the Contract, the receiving Party agrees, at the

request of the other Party, to return the Confidential Information to the Party that provided it, or to proceed to its destruction.

14.7.1 If, within 1 month from the date of termination of the Contract, the disclosing Party does not give any indication, it shall be understood that it opts for the destruction of the Confidential Information.

14.7.2 Without limitation to the foregoing, the Parties may maintain the Confidential Information:

i. In order to comply with (a) legally imposed obligations, (b) resolutions issued by public agencies or authorities, (c) internal compliance or audit procedures, and/or (d) obligations imposed by their insurance coverage;

ii. In the event that such Confidential Information, following internal data storage protocols, is automatically stored in electronic back-up systems, to the extent that the referred Confidential Information is not accessed, except to verify the correct compliance with the obligations derived from the Agreement and/or the rest of the aspects mentioned in section (i).

15. PERSONAL DATA PROTECTION

15.1 The processing of personal data required for the provision of the contracted Services will be carried out in accordance with Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data, (General Data Protection Regulation, GDPR), as well as the Organic Law 3/2018 of December 5, 2018, on the Protection of Personal Data and guarantee of digital rights (LOPDGDD) and other regulations issued or that may be issued on this matter.

15.2 The Supplier shall generally act as data processor and agrees to comply with all applicable legal obligations regarding data protection.

15.3 For this purpose, the Parties agree to abide by the provisions of the Processing Assignment Agreement.

15.4 The Client shall act as data controller, for which it agrees to comply with the obligations imposed by data protection regulations, and in particular, to inform the data subjects prior to the processing of their personal data through the Services.

15.5 Each of the Parties, as data controllers, hereby inform that (i) the personal data (identification, contact and signature data, as well as the data that may appear in the documentation evidencing the representation) of the signatories acting on behalf of each of the Parties to this Agreement (the "Signatories") as well as; (ii) the personal data (identification and contact data) of the persons indicated in this Agreement for notification purposes (referred to indistinctly as the "Contact Persons", "Representatives of the Parties", or such others as may be indicated at a later date); shall be processed by each of the Parties for the purpose of managing the maintenance, compliance, development, control and execution of the provisions of this Agreement.

The data of the Signatories and Contacts will be retained by the Parties for the duration of this Agreement. Once terminated, they will be blocked for the legal statute of limitations, generally ten years. Once the legal statute of limitations has expired, the data will be destroyed.

The Parties shall not transfer the personal data of the Signatories and Contacts to third parties unless the law so provides.

The Signatories and the Contacts may exercise their rights of access, rectification, deletion, opposition, limitation of processing and portability, by writing to the following addresses: for the Client [XXXXXXXXXX] and for the Supplier at the address dpo@TrustCloud.com.

16. THIRD PARTY INTERVENTION - SUBCONTRACTING OF PROFESSIONAL, AUXILIARY AND EXPERT SERVICES

16.1 The TrustCloud Platform incorporates third-party technology, which is embedded within its platform, acting as a single element subject to a single level of service and incident and/or claims management procedure. For this reason, TRUSTCLOUD can count on the integration, communication or use through TrustCloud of products or services developed by other third party manufacturers.

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16.2 Similarly, some of the Services contained in the TrustCloud platform may require additional services for their complete execution, provided by third-party specialist companies or independent professionals. In this case, TRUSTCLOUD reserves the right to subcontract the services of these experts and to unilaterally require the intervention of third parties subject to the conditions set forth in this clause.

16.3 In this regard, prior to subcontracting:

16.3.1 TRUSTCLOUD shall verify that the subcontractor offers sufficient guarantees for the proper provision of the services entrusted and the application of the appropriate security measures (technical and organizational).

16.3.2 If the tasks entrusted to the subcontracted company involve or are related to the processing of personal data, TRUSTCLOUD agrees to formalize its relationship with the subcontractors by contract, in which case, the subcontractor shall be considered the processor or sub-processor.

16.4 TRUSTCLOUD shall be liable to the Client for the performance of the subcontractors.

16.5 The list of subcontractors authorized by the Client is included in the Data Processing Agreement.

17. SECURITY MEASURES

17.1 TRUSTCLOUD will implement and update the technical and organizational measures necessary to ensure an adequate level of security, taking into account its position as a professional specialized in the provision of trust services, the state of the art, the costs of implementation, the evolution of threats, the nature, context and characteristics of the Services, as well as the risks that a breach of security could entail both for Customers and other persons who may be affected. These measures shall include, but are not limited to, the following:

17.1.1 Pseudonymization and encryption of personal data;

17.1.2 Ability to ensure the ongoing confidentiality, integrity, availability and resilience of the systems and services through which the Services are provided;

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

17.1.4 A process of regular verification, evaluation and assessment of the effectiveness of technical and organizational measures to ensure security of processing;

17.1.5 A summary of the TrustCloud information security framework is provided in Annex [VI].

17.2 In compliance with the requirements set forth in the preceding paragraph, TRUSTCLOUD shall maintain a security certification based on a recognized international standard (e.g. ISO/IEC 27X) for the duration of the Contract. Upon Customer's request, TRUSTCLOUD shall provide Customer with an updated copy of such certificate.

17.3 The Customer may request TRUSTCLOUD to implement additional security measures to the ones it has implemented. If, in TRUSTCLOUD's opinion, such measures are not adequate according to the analysis of the criteria set forth in the first paragraph of this clause, Customer shall bear the cost of their implementation, after being informed by TRUSTCLOUD and confirming its request.

17.4 The security measures shall be kept up to date throughout the life of the Contract in order to ensure a level of security appropriate to the risk.

17.5 Failure to implement any of the specified security measures shall not in itself be considered a breach of contract, provided that any of the following circumstances exist:

i. In its place TRUSTCLOUD applies alternative or complementary measures that, taken together, provide an equivalent level of security; or

ii. There are technical or functional restrictions to the implementation of such measures, in which case TRUSTCLOUD will use its best efforts to inform the Customer of this situation as soon as they become aware of it; or

- iii. The lack of implementation is justified by the obsolescence or ineffectiveness of the planned security measure.

18. INDEMNITY AND LIABILITY LIMITATION

18.1 In no event shall TRUSTCLOUD be liable for any damages resulting from:

18.1.1 Non-fulfillment or defective fulfillment of its obligations arising from the actions or omissions of the Client that entail an incorrect use of the Services by the Client, and in general, from a non-fulfillment or defective fulfillment of the Client's obligations, in particular from the non-fulfillment of any rule applicable to the operations carried out with its end clients.

18.1.2 The Customer's actions or omissions that represent an improper or fraudulent use of the Service, of the excess in the use of the Service, according to the provisions of the regulations in force, in this Agreement or in the indications that the Supplier may provide to the Customer in writing during the provision of the Service.

18.1.3 The processing of personal data that may be carried out by the Client using the Platform, except with regard to its performance as data processor.

18.1.4 The use of the Services in beta, test or testing mode or under obsolete versions.

18.1.5 Failure to comply with the obligations deriving from the personal data protection regulations, except with regard to TRUSTCLOUD's performance as data processor or sub-processor and provided that, in the latter case, the failure does not derive from following the instructions sent by the Client.

18.1.6 Negligence in keeping their access data to the Service, in ensuring its confidentiality and in protecting it from any access or disclosure.

18.2 In any case, the liability of the Parties shall be limited to the direct damages, effectively proven and valued in a final verdict attributable to them. Neither of the Parties shall be liable to the other for indirect or consequential damages or for loss of profits, including, but not limited to, aspects such as loss of current or future profits, opportunity cost, cost of substitute services or reputational damages.

18.3 Unless there is intent or gross negligence, the maximum limit of liability to be paid by TRUSTCLOUD is set at the total amount actually paid by the Customer in the last twelve (12) months as remuneration for the Services whose defective provision has caused the damage. If the Services have been provided for a shorter period, the amount corresponding to the remaining months to complete the year will be calculated proportionally from the amounts actually paid by the Customer.

18.4 For its part, the Customer shall indemnify the Supplier against any claim brought against the Supplier for infringement of intellectual or industrial property rights, provided that such infringement is due to improper or negligent use by the Customer or users of the deliverables/works/reports/developments/programs and results.

19. CONTROL AUDITS

19.1 The Supplier shall allow the Customer to carry out audits by the Customer itself and inspections by inspection agencies, the scope of which shall be to verify compliance with the obligations undertaken by the Supplier in connection with the agreed Services.

19.2 The maximum number of audits to be carried out shall be one (1) in a 12-month period and their scope shall be limited to verifying compliance with the obligations undertaken by the Supplier in relation to the agreed Services. Inspections by the Regulator shall not be subject to limitations of frequency.

19.3 Audits shall be carried out during normal business hours on working days and shall be communicated to Supplier in writing fifteen (15) working days in advance. Business days shall be understood to be Monday through Friday, excluding holidays, according to the administrative laws of the territory to which the Law Applicable to this Agreement refers.

19.4 Audits should be conducted in a manner that minimizes disruption to the Supplier's normal operations and, whenever possible, should be conducted remotely.

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19.5 The Supplier may refuse to conduct a re-audit provided that:

i) In the previous 12 months, the same Services have been audited directly or indirectly by another company of the Client's group of companies.

ii) The Supplier authorizes the Client to request a copy of the audit report from the auditing company.

19.6 In any case, the Client may carry out audits more frequently than generally stipulated in any of the following cases:

i) When there are well-founded suspicions of non-compliance by the Supplier of the security measures to be implemented and observed.

ii) When a security breach has occurred, and the audit is deemed necessary for its proper management.

iii) When the audit is needed to comply with a judicial or administrative requirement that cannot be satisfactorily resolved through the provision of information by the Supplier.

iv) When the purpose of the audit is to verify the effective implementation of corrective measures resulting from a previous audit by the Client.

In any of the above four cases, the scope of the audit will be limited to the verification of the facts that justified its occurrence.

19.7 In the event of any action, request or visit by a regulatory or supervisory authority to the Client's or Supplier's facilities, if applicable, in the exercise of its powers related to the services covered by this Agreement, the Supplier hereby accepts and authorizes such visits to be carried out, and agrees to cooperate with the Client and with the regulatory or supervisory authority in question, to the extent necessary and following the instructions of the Client, to facilitate the development of such actions.

19.8 The Supplier shall not bear any costs or expenses as a result of the performance of the regulatory inspections or audits set forth herein.

19.9 All information obtained and derived from the audits will be considered Confidential Information.

20. DURATION AND TACIT EXTENSION OF THE TERM

20.1 This Agreement shall enter into effect on the date of signature and shall have a term of [LETTER] (NUMBER) years.

20.2 This Agreement shall be deemed to be tacitly extended for successive periods of one year, as long as neither of the parties notifies the other, at least 90 days prior to the expiration date of the period then in effect, of its wish to not extend the Agreement.

20.3 Furthermore, each of the contracted services shall have the term agreed upon in the corresponding Annexes, and this Framework Agreement shall remain in force for as long as any of the services performed under it remain in effect.

20.4 The tacit extension of the Contract will imply, depending on the type of Service provided at any given time to the Customer, as follows:

20.4.1 The automatic renewal of all licenses required for the operation and maintenance of the Services during the new duration period.

20.4.2 The purchase of a quantity of "Digital Transactions" equal to the total amount purchased by the Customer in the immediately preceding contract period.

20.5 Unless otherwise expressly agreed between the Parties, the price for the renewal of the services shall be the price specified in the "Price Book" or "Offer, Proposal or Quotation" provided to the Client or, failing that, the price published on the TRUSTCLOUD website at the date of the renewal.

21. EARLY TERMINATION

This Agreement may be terminated prior to the expiration of its term if any of the circumstances set forth in the following paragraphs occur:

21.1 Termination by mutual agreement of the Parties. The Parties may at any time terminate the Agreement by mutual consent, which shall be reflected in writing and signed by the duly authorized representatives of the Parties.

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21.2 Termination due to breach of contract

21.2.1 Either Party shall be entitled to terminate this Contract and request damages when the other Party materially breaches any of the obligations contained in the Agreement, provided that such breach is not remedied within a maximum period of 30 days from the written notice by the other Party requesting the correction and stating its intention to apply the provisions of this clause. Once this term has expired, without having repaired the breach notified, the Party in default shall have the right to terminate this Agreement by means of written notice to the Party in default.

21.2.2 The period of time for rectification referred to in the previous paragraph shall not be enforceable and the affected Party may proceed to the immediate termination of the Agreement when:

21.2.2.1 There is repeated non-compliance, considered as such when there are two or more material breaches of the same obligation or three or more material breaches of different obligations within one year of service.

21.2.2.2 It affects essential obligation, such obligations being those stipulated in clauses 3.5 (administrative authorisations), 3.6 (IP rights), 7 (IP rights), and 8 (economic conditions).

21.2.3 As an alternative to termination of the Agreement, the Party in default may demand full performance of the Agreement. In addition, TRUSTCLOUD may choose to suspend the Services until the Customer remedies its non-compliance.

21.3 Termination due to ensuing causes

Likewise, the following shall be grounds for early termination of the Agreement:

21.3.1 The discontinuance, for any reason, of one of the Parties in the conduct of its business or main line of activity, the substantial alteration of the nature of its business, its dissolution, liquidation or orderly closure.

21.3.2 The termination of TRUSTCLOUD as an authorized company for the provision of Services.

21.3.3 Force majeure in the event it is not possible to continue providing the services, in accordance with the provisions of clause 22 (effects of the termination).

22. EFFECTS OF THE TERMINATION

22.1 Upon resolution or termination of this Agreement for any cause:

22.1.1 All rights and obligations contained herein shall cease and terminate, except for those which, due to their nature or the terms agreed upon, must survive termination (including but not limited to confidentiality, personal data protection, liability, or applicable law and jurisdiction);

22.1.2 TRUSTCLOUD shall cease to provide the Services; and

22.1.3 The Customer shall immediately cease the use of these Services and, if applicable, of the Platform or any material whose Intellectual Property is held by the Supplier.

22.1.4 Notwithstanding the foregoing, the resolution or termination of the Agreement shall not release the Parties from any of their obligations already incurred and, in particular, to the immediate payment of any amount accrued up to the effective date of termination of the agreement.

22.2 In the event of early termination, the Customer shall pay the Supplier all amounts due until the end of the current period of the Agreement, including those disbursements that the Supplier had paid in anticipation of the continuity of the contracted service, and the Customer shall not be entitled to reimbursement of any amount.

22.3 The Parties agree to enter into a **Termination Agreement** (which will include an Evidence Transfer Plan) which will be developed according to the following rules:

22.3.1 The early termination shall not affect the provision by the Provider of the services detailed in the second clause of this Agreement and the payment thereof by the Client, which shall continue to be performed under the same conditions until the end of the Transfer Plan.

22.3.2 Without prejudice to the modifications that, when the time

comes and according to the volume and characteristics of the managed digital assets, the Parties may agree upon, the Transfer Plan shall be developed in accordance with the following standards:

22.3.3 Within a maximum period of one (1) month from the effective termination of the Contract, TRUSTCLOUD shall make available to the Client, or the third party expressly designated by the Client, the evidence generated during the provision of the service through a remote access system that guarantees the Client's access capacity and that the download is carried out under technical conditions that ensure its confidentiality.

22.3.4 The Customer shall have a maximum period of fifteen (15) calendar days from the time the digital assets are made available to remove and/or download them.

22.3.5 At the Client's request, the Supplier may carry out the process of transferring evidence, subject to the cost to be paid on a prepaid basis as may be communicated to the Client from time to time. In the event that in an act of good faith the Supplier carries out such transfer prior to payment by the Customer, this shall not release the Customer from its obligations to pay all amounts under this Agreement.

22.3.6 Once the period of fifteen (15) calendar days has elapsed from the date of disposal, TRUSTCLOUD shall proceed to destroy the digital assets that have not been withdrawn and/or the copies that have been created during the transfer process, without prejudice to the provisions of this contract regarding the metadata generated when applicable.

22.4 TRUSTCLOUD may keep the digital assets and documentation generated during the provision of the Services, including metadata and digital evidence, that allow TRUSTCLOUD to prove compliance with its contractual and legal obligations during the period of limitation of all actions that may derive directly or indirectly from this Agreement. These digital assets shall be kept applying the necessary technical and organizational measures to guarantee both their secrecy and confidentiality and that their use is limited solely and exclusively to the aforementioned purpose.

23. SUSPENSION OF THE AGREEMENT

23.1 TRUSTCLOUD may suspend the provision of the Services, without prior notice and without this entailing a breach of the terms herein, in the following cases:

23.1.1 When the suspension is necessary to comply with a regulation with legal rank or with the request or order issued by the judicial or administrative competent authority.

23.1.2 When the suspension is necessary for the development of scheduled support and maintenance activities or for the investigation or resolution of any incident that could cause damage or compromise the security of the Platform and/or the Services, TRUSTCLOUD, the Client or other clients or, in general, of any third party.

23.1.3 As an alternative to early termination of the Contract in the cases set forth in clause 21.2.3 (on the alternative nature of the termination of the contract).

23.2 TRUSTCLOUD will make its best efforts to inform the Customer in advance of the suspension, its reasons and estimated timeframe, unless this action is not possible for reasons of urgency, to compromise the actions of investigation or resolution of the incident or because it is prohibited by law, request or order that enables the suspension.

24. FORCE MAJEURE

24.1 Force majeure shall be understood as any unforeseeable and exceptional situation or event beyond the control of the Parties that prevents any of them (hereinafter, "Affected Party") from fulfilling any of its obligations under the Contract, which is not due to error or negligence on its part or on the part of a subcontractor and which could not have been avoided even with due diligence.

24.2 As an example and not limited to, the following shall be considered force majeure: (i) wars, rebellion or serious riots or disturbances, acts of terrorism or sabotage; (ii) natural disasters, such as earthquakes, hurricanes, floods or fires; (iii) plagues, epidemics, pandemics or other health crises; (iv) prolonged interruption of transportation and telecommunications services; (v) general labor disturbances such as boycotts, strikes and lockouts, occupation of factories and premises; (vi)

acts of public authorities in reaction to the above situations that prevent the performance of the obligations assumed.

24.3 The situation of force majeure may affect both the Parties and essential subcontractors, manufacturers or suppliers. Essential subcontractors, manufacturers or suppliers shall be considered to be those whose activity is necessary for the provision of the Services under the Agreement at acceptable quality levels and whose replacement by other subcontractors or suppliers is not possible within a reasonable time and under reasonable economic conditions.

24.4 The Affected Party shall notify the other Party in writing and without undue delay of the existence of a force majeure situation including, at the very least, the following information:

- i. Description of the situation of force majeure, the reasons that have caused it and justification of its unpredictability, exceptionality and unrelatedness.
- ii. Description of the adverse effects that the force majeure situation has or may have on the fulfillment of the obligations and, if applicable, the provision of the Service.
- iii. Details and implementation period of the measures adopted or to be adopted to resolve the situation of force majeure or mitigate its possible adverse effects.

The notice shall be in writing, without undue delay and, if possible, no later than 72 hours after becoming aware of the force majeure situation. If and to the extent that it is not possible to provide all information simultaneously, the information shall be provided gradually and without undue delay.

24.5 The Affected Party shall be exempt from the performance of its obligations, as well as from any liability for damages or other contractual penalties that may have been stipulated, from the time the situation of force majeure has materialized and until the same was resolved or should have been resolved by applying the reasonably appropriate measures, provided that it complies with the duty of notification in the terms, form and contents set forth in the previous paragraph (on the notification about force majeure situations). If such notice is not given in the manner stipulated, the exemption from liability shall be effective from the time such notice is given.

24.6 If the situation of force majeure lasts for a period equal to or longer than one month and TRUSTCLOUD is the Affected Party, the Customer, at its sole discretion, may choose between the suspension or early termination of the Agreement, and clause 22.2 shall be applied (on pending payments in case of termination of the Agreement).

24.7 The Affected Party shall take all reasonable actions to resolve the force majeure situation or mitigate its possible adverse effects. These measures may involve, among others, the change of suppliers, manufacturers or subcontractors or the modification of the organization and configuration of the Services or of non-essential aspects thereof, either temporarily or permanently, depending on the circumstances.

The unaffected Party shall actively collaborate in the resolution of the situation of force majeure or in the mitigation of its adverse effects. Thus, the unjustified refusal to take the appropriate measures shall be considered a breach of contract allowing the termination of the contract in accordance with the procedure described in clauses 21 and 22 (on the effects of the early termination and its effects).

25. MISCELLANEOUS

25.1 **Non-exclusivity.** This Agreement is not exclusive for any of the Parties, and therefore both Client and Supplier reciprocally accept that the Services subject to this Agreement may be contracted or provided to and/or by third parties directly or in association with third parties.

25.2 **Calculation of deadlines.** Periods expressed in days refer to calendar days, counted from the day immediately following the day on which the calculation begins. Periods expressed in months shall be counted from monthly date to monthly date, unless in the last month of the period there is no such date, in which case the period shall end on the following day.

25.3 **Sole Agreement.** This Agreement and the rights and obligations contained herein supersede and cancel any other document entered into by the Parties prior to the execution of this Agreement, dealing with the same subject matter.

25.4 **Severability.** Any article or provision contained in this Agreement which is or becomes illegal, invalid, unenforceable or incapable of being applied by any provision of law or otherwise, shall be excluded from this Agreement and shall be deemed unenforceable to the extent of such illegality, invalidity or unenforceability but shall not affect or impair the remaining provisions, which shall be severed from any illegal, invalid or unenforceable clause or provision of this Agreement and shall remain in full force and effect. The Parties agree to use their best efforts to substitute the affected Clause for another or others that have the most similar effects to those of the substituted ones, maintaining in full the content of the remaining unaffected clauses of this Agreement.

25.5 **Partial Nullity.** In the event that one or more Clauses or provisions of this Contract should be or become totally or partially null and void or ineffective, or should there be an imprecision in any provision, such circumstance shall not affect the validity of the rest of the stipulations or provisions. In such a case, the Parties shall agree on a valid and enforceable clause or provision or on a clause or provision that eliminates the imprecision and corresponds to the object and balance of the Agreement.

25.6 **Execution to public.** Either of the Parties may make this Agreement public and shall be responsible for all expenses arising therefrom.

25.7 **Headings.** The headings used in this Agreement are for convenience of reference only and shall not affect the meaning of any of the provisions hereof.

25.8 **Language.** The entire text of this Agreement, as well as the documents derived from it, including the Annexes, have been drafted in Spanish and have been translated into English. The Spanish version shall be the only legally binding one.

25.9 **Signature.** This contract shall only become effective when both Parties have signed.

25.10 **Method and addresses for the purpose of communication.** All communications relating to this Agreement shall be made by hand-delivered documentation with the corresponding "receipt", by mail or bureaufax with acknowledgment of receipt, or by any other means that allows proof of receipt and the date on which it occurred. For the purposes of this Agreement, the parties expressly designate as addresses for the practice of notifications the addresses indicated below. Any modification of the addresses must be previously notified to the other party in order to be effective.

The Client

[XXXXXXXXXX]

El Supplier

legal@trustcloud.tech

[Other information if applicable]

26. GOVERNING LAW AND JURISDICTION

26.1 This Agreement shall be interpreted and fulfilled in its own terms and, in all matters not foreseen herein, shall be governed by Spanish law, and the obligations and responsibilities of the Parties shall be in accordance therewith.

26.2 The Parties submit to the jurisdiction of the Courts and Judges of Madrid-Capital for any matter related to the interpretation, fulfillment or execution of this agreement, expressly waiving any other jurisdiction that may correspond to them.