



CONFIDENTIALITY AGREEMENT

This confidentiality agreement made and entered into at Barcelona, on [_____].

By and between:

Autoritat del Transport Metropolità, with ID P-58900049-I and legal address in C/Muntaner, 315-321 Barcelona and represented by _____

and

_____XXXXXXXXXXXXXXXXXXXX, with ID _____ and legal address at _____, represented by _____.

Whereas this confidentiality agreement is signed at the request of the ATM with the aim of protecting the confidentiality of the delivered Documents.

Now therefore in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

1. Definitions

“Confidential Information” makes reference to the confidential information and commercial secrets related to the business of the Autoritat del Transport Metropolità. This includes, but is not limited to, information and secrets referred to:

- a) Corporate strategy and marketing strategy, business planning and development, sales reports and research results.
- b) Business methods and procedures, technical information and "know-how" related to business and that is not available for the general public, including inventions, designs, programmes, techniques, database systems, formulas and ideas.
- c) Business contacts, client and supplier lists and details about contacts with them.
- d) Stock levels, sales, expenditure levels and sales and prices policies.
- e) Estimates, management accounts, commercial reports and other financial reports.
- f) Unpublished information about prices related to shares and funds listed on any official stock exchange.
- g) Any document identified as “confidential”, as well as the Material.

“**Material**” makes reference to notes, memorandums and other written, drawn or electronically registered files making reference to or derived from the business of the Autoritat del Transport Metropolità, directly and indirectly.

“**Personnel**” makes reference to directors, shareholders, partners, employees or any personnel member related in any manner to XXXXXXXXXXXX.

2. Obligations:

2.1. XXXXXXXXXXXX agrees to ensure that all its personnel, directors and executives keep confidentiality about:

- 2.1.1. Confidential Information, Material or any other medium provided by the Autoritat del Transport Metropolità.
- 2.1.2. Any material related to business matters and operation of the Autoritat del Transport Metropolità, its suppliers or clients.

- 2.2. XXXXXXXXXXXXXXXX agrees to not using any confidential material referred to in the sections 2.1.1 and 2.1.2 above under any circumstance.
- 2.3. XXXXXXXXXXXXXXXX will limit access to confidential material referred to in the sections 2.1.1 and 2.1.2 only to the personnel working for XXXXXXXXXXXXXXXX that may need it.

3. Duration and validity

This agreement will have a duration of 10 years that will be counted from the date of its signature.

4. Compliance with applicable legislation in the area of data protection

The parties in this agreement acknowledge and undertake to comply with General Data Protection Regulation (EU) 2016/679 of the European Parliament and European Council of 27 April 2016, about the protection of natural persons in relation to personal data processing and free movement of such data, and repealing Directive 95/46/CE, as well as the Organic Law 3/2018 of 5 December, of Personal Data Protection and Digital Rights Guarantee.

XXXXXXXXXXXXX acknowledges that by signing this agreement it allows that its personal data as collected within the agreement, as well as data that might be collected in the future, may be added by the ATM to its own automatized file of data collection with the aim of correctly managing the contractual relationship and, occasionally, for an administrative and/or commercial management.

In all cases, the parties undertake not to transfer personal data to third parties under any circumstance. In the case that it could be applicable to carry out some type of transfer of personal data, the ATM undertakes to previously request the express, informed and unambiguous consent of the party entitled to these personal data rights.

Parties are not limited nor restricted by this clause in the exercise of rights to access, rectification, erasure, portability, restriction and objection to processing of personal data, as well as in the faculty of withdrawing their consent.

5. Exceptions

What is established in this article will not apply to any information about which any of the parties could prove that:

- Such information was in the public domain at the time of being revealed by any of the parties.
- At the moment of being revealed, the third party who had received such information was already in possession of the information by lawful means or with right to its access.
- There was prior consent for the publication of such information.
- Such information had been requested, in accordance with the existing regulations, by the competent administrative or judicial authorities having to rule on total or partial aspects of such information.

In the event that part of the information could be classified within any of the categories mentioned herein, the rest of the information would continue to benefit from the confidentiality protection conferred to it by this Agreement.

6. Restitution and destruction of confidential information

In the case of expiration or termination of this Agreement, the company undertakes to return all the information and copy of it to the ATM. In cases where this is foreseen, such information shall be destroyed. In addition, it will be necessary to certify in writing the return and/or destruction of the confidential information.

In the event that the company does not comply with the obligation of restitution and/or destruction, or does not do it within the established period, the consequences established in the clause of non-compliance of the agreement will be applicable.

7. Non-transferability:

This agreement is personal between both parties and cannot be transferred totally nor partially without prior written consent by the other party.

8. Property rights

This agreement does not imply the concession, express or implied, in favor of the company XXXXX of any right on the information obtained by such company.

Consequently, the supply, generation or use of such information can not be understood, in any case, as the concession of any patent, license or copyrights in favor of the company XXXXXXX, considering that the information obtained will be maintained at all times in the ownership of the ATM or of other party to whom it may belong.

9. Communications

All communications regarding this agreement shall be carried out in writing by registered letter or through the entry register to the registered office. The date of receipt of the registered communication will be considered as the date of notification.

10. Publicity

This agreement does not grant any right to the company XXXXXX for carrying out advertising campaigns or marketing actions related to the agreement.

Regarding press releases, it is agreed that they are elaborated in coordination between the corresponding departments, requiring express, mutual and written consent.

11. Non-compliance

Any violation or breach of any of the clauses of this Agreement entails the obligation to pay to the ATM a compensation based on the damage caused and without prejudice to the right of the affected party to exercise or initiate any relevant action with the purpose of imposing sanctions that shall legally apply.

Likewise, the parties agree that in the event of partial or total non-compliance with the obligations derived from this Agreement, the company will be liable for damages, direct or indirect, that such breach could cause to the ATM, including lost income. Violation of the Agreement entails the possibility of terminating the Agreement.

12. Legal action, applicable law and jurisdiction

The parties acknowledge that they are bound by this Agreement and its Annexes, if applicable, and by their legal effects, and commit themselves to their compliance in good faith.

This agreement will be interpreted in accordance with the Spanish and Catalan law that is applicable under the subject of this confidentiality and personal data protection agreement.

In order to resolve the conflicts that may arise from this agreement, the parties agree to be subject to the jurisdiction of the courts of Barcelona.

In witness thereof, the parties, intending to be legally bound, sign two copies, both with the same validity, and execute this Agreement as of the date first above written.

Name: _____

E-mail address: _____

Position: _____

Date: _____