



 quirónprevención

www.quironprevencion.com

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**General Conditions of contracts
by specialities.**

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1. GENERAL CONDITIONS

ONE. The contract is established under the framework of Law 31/1995 of 8 November, on the Prevention of Occupational Risks, published in the OSJ on 10 November 1995 and implemented in the Prevention Services Regulation, approved by Royal Decree 39/1997 of 17 January, as well as in the framework of its implementing regulations.

Also in accordance with the Prevention Services Regulation, **Quirón Prevención S.L.** has definitive accreditation to act as an external prevention service provider according to the resolutions of the General Directorate for Work and Employment of the Community of Catalonia.

TWO. The preventive activities that **Quirón Prevención S.L.**, will carry out for the COMPANY are specified in the Specific Conditions of this contract, the content and scope of which are described in the Annexes of the contract. These actions are carried out in accordance with the planned preventive activity and the annual schedule proposed by the service provider and approved by the company.

In the event that the activity carried out by the COMPANY, the number of workers, or number of work centres are different to what was specified, an additional quote will be prepared. If it is not accepted by the COMPANY, **Quirón Prevención S.L.** reserves the right to terminate this contract, which will release it from any obligation or liability derived from it.

If legal changes are made after the signing of the contract which require the performance of additional tasks other than those listed in the annexes, these must be quoted separately.

THREE. To perform all the actions that the COMPANY requests from **Quirón Prevención S.L.**, as the external service provider, the former must comply with all the obligations that article 20.1 of Royal Decree 39/1997 of 17 January establishes for the COMPANY, in particular:

- Allow access to the work centre or centres of the people that **Quirón Prevención S.L.** has appointed to carry out all or part of the contracted services.
- Inform **Quirón Prevención S.L.** which workers have been appointed by the COMPANY for the prevention activity, or the individuals who are part of the company's own prevention service, and any changes to that service, as well as the activities or functions carried out with other prevention providers and/or other entities to facilitate collaboration and coordination.
- Prior to the start of the contracted activities, provide **Quirón Prevención S.L.** with all the information pertaining to the organisation, characteristics and complexity of the work, production processes, list of raw materials and equipment used in the COMPANY, list of workers and the names of their roles, as well as information on the health of workers and changes that might take place in the future in relation to the specified matters. Similarly, the prevention service provider should have access to the list of contractors, temporary work companies, roles, and tasks, as well as existing technical reports regarding compliance with regulations.
- Inform **Quirón Prevención S.L.** of any damage to health caused by work in the past three year and any such damage that occurs during the term of the contract.
- Provide **Quirón Prevención S.L.** the information set out in article 31.2 of the Occupational Risk Prevention Law.
- Receive preventive reports, recommendations, or documents under this contract, as established in the specific conditions of this contract.
- If Occupational Medicine is agreed as part of the preventive activities, the COMPANY must inform **Quirón Prevención S.L.** of any diseases and health-related absences of workers, for the purposes set out in the Prevention Services Regulation and Royal Decree 843/2011.
- Any other obligation not set out in the above cases and which, in the technical opinion of the individuals who will make the assessment and support the business, the workers and their representatives, and the specialised representation bodies, is deemed necessary for normal operation.
- Integrate the preventive activity, in accordance with the provisions of art. 1.1 of the Prevention Services Regulation, which involves attribution to all hierarchical levels and their obligation to include risk prevention in any activity they perform and order, and in all decisions they make.
- That their workers understand one of the official State languages, or, alternatively, the COMPANY adopts suitable measures.
- That the workers registered in the courses offered and taught by **Quirón Prevención S.L.** are part of the COMPANY's workforce.
- That, in the case of ships, they remain in a Spanish port for long enough for **Quirón Prevención S.L.** to perform the contracted works, as well as communicate when they will dock sufficiently in advance to allow the work to be organised.

FOUR. **Quirón Prevención S.L.** will treat all information provided by the COMPANY under this contract as confidential. **Quirón Prevención S.L.** will not use the information provided by the COMPANY without the prior written consent thereof, nor will it reveal the information to third parties, except in order to comply with its obligations under this contract,

applicable legislation, or it is required to do so by the labour, health, or judicial authority.

The veracity of the information in the contract as well as the information needed to execute it shall be determined according to the information provided by the COMPANY. Quirón Prevención S.L. is therefore not liable for the validity of the information provided and the information contained in the contract.

FIVE. In order to perform as the external prevention service in contracts in which Quirón Prevención S.L. assumes one or more preventive specialities, it must fulfil all the instructions set out in article 20 of Royal Decree 39/1997 of 17 January:

- Provide the COMPANY with the annual schedule of preventive services, which shall include specific actions to be performed in the execution of the assumed functions, within the validity term of the contract. These actions shall be carried out in accordance with the preventive activity plan. Similarly, every year Quirón Prevención S.L. will prepare a report of the activities carried out. This report will contain as assessment of the effectiveness of the integration of the occupational risk prevention in the company's general management system through the implementation and application of the occupational risk prevention plan in relation to the agreed prevention activities.
- Dedicate the human and material resources needed each year to carry out the agreed activities.
- Follow-up and assess the implementation of the preventive activities derived from the assessment, as often as required by the existing risks.
- Advise the employer, the workers and their representatives, and the specialised representation bodies, as per the terms of applicable regulations.
- Review the risk assessment when required to do so by the legal system; in particular, in the event of damage to workers' health.

SIX. The COMPANY expressly agrees that it directly and fully assumes responsibility for the execution, implementation, and oversight over the fulfilment of the recommendations of Quirón Prevención S.L., and any other established health and safety rules, given that, as an external advisor, the latter cannot legally manage the preventive activities to be applied in the COMPANY, nor does it have the capacity to stop the activity.

SEVEN. In the Assessment of installations and equipment subjected to regulatory technical inspections carried out by specifically accredited control bodies, Quirón Prevención S.L. will inform the COMPANY regarding the need to arrange inspections or audits with such specifically authorised entities.

Regarding activities affected by the scope of application of Royal Decree 1627/1997, and in relation to the preventive activities for the company's fixed centres, the actions of Quirón Prevención S.L. will be carried out in the same way and with the same scope as for any other company.

Regarding the application of Royal Decree 1627/1997 of 24 October, which establishes the minimum health and safety rules for construction works, involving the preparation of health and safety plans applicable to the work, coordinating health and safety on site, and preventive actions, these shall fall under the scope of this contract, following the presentation of an additional quote and approval by the COMPANY.

Regarding the risk assessment for construction workers, the scope of the risk assessment shall be the activities previously reported by the COMPANY, which these workers perform on site.

For works requiring an occupational health and safety plan, said plan shall be the basic instrument used to organise the activities to identify and, if applicable, assess the risks and plan the preventive activity for those positions, in accordance with article 7 section 3 of Royal Decree 1627/1997 of 24 October.

Given the above, the risk assessment for roles on site will be complemented with occupational health and safety plan, and, for anything this plan does not cover, the risk assessment of the work centre or the instructions given by the main employer of the centre as part of the coordination of business activities.

For workplaces where construction works are carried out and are not usually a work centre (site), as defined in the applicable preventive regulation, the employer may request additional visits to the site in order to identify the risks of the environment, perform an assessment, and establish the appropriate preventive measures to manage the risks. In any case, the Employer may request additional visits to the site for the purpose of monitoring the assessed conditions.

Visits to the site as described in the above paragraphs shall be carried out by Quirón Prevención S.L. following the issue of an additional quote to be approved by the COMPANY.

Hygiene measurements derived from the planning of the preventive activity shall be billed separately, subject to the corresponding quote being approved by the COMPANY.

Any other obligation included under the scope of the prevention services derived from regulations introduced after the effective date of this contract shall not be part of the scope of the contract.

The cost of the contracted services includes performing them during hours that [Quirón Prevención S.L.](#) is open to the public. All activities carried out outside these hours shall be subject to an additional rate.

Activities not included in the execution terms requested by the COMPANY or Labour and/or Health Authority shall be billed separately, subject to the corresponding quote.

EIGHT. This contract shall have the duration specified in the specific conditions.

The date on which this contract comes into force and expires are stated in the specific conditions. If the Specific Conditions are not signed by both parties at the same time, the effective start date shall be considered as the date on which the documents that make up the contract are received at the facilities of [Quirón Prevención S.L.](#)

In this case, the COMPANY must send [Quirón Prevención S.L.](#) the full contract, duly signed, by certified mail, or by any other means that makes it possible to certify the reception date.

Nevertheless, the contract shall not come into force until the COMPANY pays the part of the price indicated in the Specific Conditions within the allocated term. Therefore, if the COMPANY does not issue the payment within the established term, the contract shall be rendered void. In any case, [Quirón Prevención S.L.](#) may issue a new contract that must be accepted by the COMPANY.

Once the contract is in force, the COMPANY must inform [Quirón Prevención S.L.](#) of its intention to not extend the contract at least one month before the expiry date. If the COMPANY fails to provide enough notice, it will have to compensate [Quirón Prevención S.L.](#) with an amount equal to six months of the price of this contract as a late notice penalty.

If the COMPANY unilaterally withdraws from this contract, it will have to compensate [Quirón Prevención S.L.](#) with the price pending payment up to the expiry date of this contract.

NINE. This contract will be automatically in the event that [Quirón Prevención S.L.](#) should lose its accreditation as a prevention service provider, or if it ceases its activity as the result of a legal order or decision by a government body. In these cases the prior notice or fulfilment of the one-year term mentioned above shall not be necessary. The termination will not create any liability.

Failure to pay and any other non-compliance with the content of this contract by the COMPANY may be cause for termination by [Quirón Prevención S.L.](#)

If the COMPANY fails to fulfil any of its obligations as set out in general condition three of this contract, it must pay a percentage corresponding to the time during which this contract was in force, in accordance with the amount established in clause one of the specific conditions of the contract, as a penalty for obstructing the development of the functions contractually imposed on [Quirón Prevención S.L.](#) The COMPANY will be directly liable for any non-compliance that may be incurred by [Quirón Prevención S.L.](#) as a result of the employer's failure to observe its obligations.

In this case, [Quirón Prevención S.L.](#) is relieved of any obligation or responsibility.

The COMPANY shall have the same power in the event of serious and reiterated breaches by [Quirón Prevención S.L.](#) of its obligations as the prevention service provider.

Works that are in progress by [Quirón Prevención S.L.](#) at the time that the contract is terminated shall be negotiated by the parties. The following options are possible:

- The work may be completed by [Quirón Prevención S.L.](#) and delivered to the COMPANY, and the service charged for.
- A report of actions taken up to the point of termination may be delivered, and the company will be invoices for the cost of these services.

TEN. [Quirón Prevención S.L.](#) informs the COMPANY that, in the event of non-payment, it may request that data is included in shared credit systems, as established in article 20 of law 3/2018 of 5 December, on Personal Data Protection and the guarantee of digital rights

ELEVEN. The contracted cost for the following period shall be calculated based on current prices and the estimated service needs. Similarly, if there are changes to the number of workers over the course of one period, affecting the estimated workload, the prices for that period will be recalculated.

TWELVE. Neither party may transfer all or part of this contract without the express consent of the opposite party. Nevertheless, [Quirón Prevención S.L.](#) may transfer all or part of this contract to any of the companies in the company Group to which

it belongs, provided the activities in the company purpose include external prevention services. This is subject to the obligation to notify the COMPANY in advance. If the COMPANY fails to express its opposition to the transfer and therefore its desire to terminate the contract within fifteen working days of receiving the communication, the transfer will be understood to be accepted.

THIRTEEN. This entity has a Code of Ethics and Conduct called the “Code of Ethics and Conduct of Quirón Salud”, published on its website, www.quironprevencion.com. This code is freely accessible and applies to all professionals of the company, as well as individuals who collaborate with [Quirón Prevención S.L.](#), including clients and suppliers. This Code develops and complements applicable legal regulations and is part of its Corporate Governance System.

The Client undertakes that its employees, directors, officials, affiliates, agents, and any other third party acting on its behalf (the “Representatives”) will always act in full knowledge of the laws, rules, and regulations applicable to their contractual obligations.

The Client undertakes to not offer or directly or indirectly accept payments, contributions, benefits, or gifts to or from public officials, government employees, political parties, international organisations, or the employees or representatives of Quirónprevención or any other company in the group to which it belongs, including family members.

The client undertakes that both it and its representatives will always act in compliance with the Code of Conduct, fulfilling its contractual obligations. A copy of the Client’s Code of Conduct is attached to this contract.

If the Client fails to comply with the obligations detailed above, both regarding the obligations contained in the Codes of Conduct and in the case of a substantial breach of applicable legal provisions, Quirónprevención may terminate this Contract immediately by means of a written notification.

2. CONTRACT PERFORMANCE CONDITIONS BY SPECIALITIES

Includes the performance of activities corresponding to prevention services reflected in article 31.3 of the Prevention of Occupational Risks as it pertains to the specialities of Occupational safety, Industrial Hygiene, Ergonomics and Applied Psychosociology, and Occupational Medicine, as specified in these clauses.

The cost budgeted in the specific conditions only includes the activities corresponding to the so-called Activities INCLUDED in these clauses. Activities which need to be carried out, corresponding to Activities that were initially EXCLUDED, must be carried out under this agreement following the issue of an additional quote approved by COMPANY. The COMPANY is informed that if these activities are required by law, the COMPANY must perform them. Therefore, if it decides against performing them with [Quirón Prevención S.L.](#), it must use a different prevention service provider, as these activities are not covered by this contract.

If the COMPANY chooses to include on some preventive specialities in the contract because the COMPANY has formed its own or a joint prevention service, or it has contracted a different external prevention service provider, the COMPANY must inform [Quirón Prevención S.L.](#) which specialities and activities it has assumed, and it will establish the means to coordinate between specialities. In these types of contracts, the COMPANY may ask [Quirón Prevención S.L.](#) to perform activities covered by the specialities not included in the contract but which require special knowledge or highly complex facilities.

INCLUDED ACTIVITIES

Advising and supporting the COMPANY in the design of a Occupational Risk prevention plan in relation to the agreed specialities.

Preparing the annual prevention services schedule. In addition, [Quirón Prevención S.L.](#) will prepare a Report of activities carried out each year. This report will contain as assessment of the effectiveness of the integration of the occupational risk prevention in the company’s general management system through the implementation and application of the occupational risk prevention plan in relation to the agreed prevention activities.

OCCUPATIONAL SAFETY

[Quirón Prevención S.L.](#) undertakes the Occupational Safety speciality, and therefore agrees to:

Identify, assess, and propose appropriate corrective measures, taking into account all risks of this nature that exist at the company, including those caused by the condition of machinery, equipment, and installations, and to verify that they are suitably maintained, without prejudice to the certification and inspection actions established by industrial safety regulations, as well as those derived from the general conditions of the places of work, premises, and service and protection facilities.

Prepare the preventive activity planning proposal derived from the assessment of occupational risks, so that the company can comply with the preventive measures proposed in the assessment.

Create the training activities proposal

Writing the general rules of procedure in the event of an emergency. Investigating and analysing serious, very serious, and deadly accidents.

INDUSTRIAL HYGIENE

Quirón Prevención S.L. undertakes the Industrial Hygiene speciality, and therefore agrees to:

Identify, assess, and propose suitable corrective measures, considering all risks of this nature that exist at the company, and assess the need or otherwise of taking measurements. If such measurements are needed, the company will be informed, and the corresponding quote will be presented.

Prepare the preventive activity planning proposal derived from the assessment of Industrial Hygiene risks, so that the company can comply with the preventive measures proposed in the assessment.

Create the training activities proposal.

Perform the technical analysis and investigation of occupational diseases related to Industrial Hygiene.

ERGONOMICS AND APPLIED PSYCHOSOCIOLOGY

Quirón Prevención S.L. undertakes the Ergonomic and Psychosociology speciality, and therefore agrees to:

Identify, assess, and propose suitable corrective measures, considering all risks of this nature that exist at the company. The need to perform specific assessments by risks or otherwise will be evaluated, and if they are needed the company will be informed. An additional quote will be prepared to cover these assessments.

Prepare the preventive activity planning proposal derived from the assessment of Ergonomics and Applied Psychosociology risks, so that the company can comply with the preventive measures proposed in the assessment.

Create the training activities proposal.

Investigate accidents and analyse occupational diseases of an ergonomic nature.

OCCUPATIONAL MEDICINE

Quirón Prevención S.L. undertakes the Occupational Medicine speciality, and therefore agrees to:

Carry out the annual Occupational Medicine program, which includes registration by roles, based on the company's risk assessment and criteria such as periodicity, mandatory nature, vaccinations, etc.

Perform the collective health/epidemiological monitoring as detailed in RD 39/1997.

Performing medical check-ups and gathering the resulting information is considered part of the agreement, and will be invoiced as per the specific conditions of the contract.

ACTIVITIES INITIALLY EXCLUDED FROM THE ECONOMIC CONDITIONS OF THE AGREEMENT

This section lists the preventive functions or activities not initially included in the price specified in the specific conditions of the agreement. If legally required, these activities may be carried out under this agreement subject to an additional contract and acceptance of the corresponding quote. These activities are mandatory for the COMPANY. Therefore, rejecting the additional quote would mean that Quirón Prevención S.L. would not be liable for the failure to perform such activities.

OCCUPATIONAL SAFETY

Advising and supporting the COMPANY with the occupational safety services needed for:

- Work equipment suitability studies.
- Preparing the explosion protection document to comply with Royal Decree 681/2003.
- New Occupational Safety risk assessment within the same contract period for roles affected by the following circumstances:
 - Review the occupational risk assessment when required to do so by the legal system; in particular, in the event of damage to workers' health.
 - The choice of work equipment, chemical substances or preparations, the introduction of new technologies or the modification in the conditioning of workplaces.
 - The change in working conditions.
 - The incorporation of any worker whose personal characteristics or known biological status make them especially sensitive to the conditions of the position.

INDUSTRIAL HYGIENE

Advising and supporting the COMPANY with the industrial hygiene services needed for:

- Specific industrial hygiene studies: measuring physical pollutants.

- Specific industrial hygiene studies: measuring chemical pollutants.
- Specific industrial hygiene studies: measuring biological pollutants.
- New Industrial Hygiene risk assessment within the same contract period for roles affected by the following circumstances:
 - Review the occupational risk assessment when required to do so by the legal system; in particular, in the event of damage to workers' health.
 - The choice of work equipment, chemical substances or preparations, the introduction of new technologies or the modification in the conditioning of workplaces.
 - The change in working conditions.
 - The incorporation of any worker whose personal characteristics or known biological status make them especially sensitive to the conditions of the position.

ERGONOMICS AND APPLIED PSYCHOSOCIOLOGY

Advising and supporting the COMPANY with the ergonomics and applied psychosociology services needed for:

- Specific ergonomics studies.
- Workload and fatigue study.
- Psychosocial and organisational factors study.
- Measurement of environmental factors related to comfort/discomfort.
- New Ergonomics and Applied Psychosociology risk assessment within the same contract period for roles affected by the following circumstances:
 - Review the occupational risk assessment when required to do so by the legal system; in particular, in the event of damage to workers' health.
 - The choice of work equipment or the introduction of new technologies or the modification in the conditioning of workplaces.
 - The change in working conditions.
 - The incorporation of any worker whose personal characteristics or known biological status make them especially sensitive to the conditions of the position.

OCCUPATIONAL MEDICINE

Advising and supporting the COMPANY with the occupational medicine services needed for:

- Development and execution of the training plan.
- Development of the health promotion campaign.
- Workstation adaptation studies.
- Advising health and safety committees.
- Providing nutritional guidance for the company cafeteria.
- Providing advice on how to help people with reduced mobility.
- Developing a sword school program.
- Investigating reported occupational diseases (for agreements that only include the occupational medicine speciality).
- Developing a program for quitting smoking.
- Advising and reporting on the use of PPE for especially sensitive workers.
- Advising on the vaccination plan for the company.
- Carrying out the vaccination plan.
- Organising first aid resources actions as part of the emergencies plan (in agreements that only include occupational medicine).
- Advising on the implementation and use of semi-automatic defibrillators.

GENERAL

This section includes a list of activities that **Quirón Prevención S.L.** may perform at the request of the company when necessary. Following the request from the company, Quirón Prevención will issue an additional program with the corresponding quote for the activity.

- Preparing the necessary procedures.
- Executing the established training plan.
- Assisting health and safety committees.
- Implementation of Ohsas 18001.
- Implementation of ISO 45001.

- Coordination of business activities.
- Investigating all work accidents.
- Creating the self-protection plan.
- Directing evacuation drills.
- On-site health and safety coordination.
- Preventive resource actions.
- Performing electrical measurements.
- Safety advisor for the carriage of dangerous goods (ADR).
- Creating mobility plans.
- Creating health and safety plans for construction works.
- Site visits at the request of the company.
- Implementation of the Healthy Company system.

3. LEGALLY REQUIRED PREVENTIVE ACTIVITIES THAT ARE NOT COVERED BY THE AGREEMENT.

For the reasons outlined in section 2, the agreement initially includes the performance of preventive activities needed in the company (activities listed under "INCLUDED" in section 2). Notwithstanding the above, if the Risk Assessment reveals the need to perform activities related to the point "ACTIVITIES INITIALLY EXCLUDED FROM THE ECONOMIC CONDITIONS OF THE AGREEMENT" in section 2, Quirón Prevención will issue an additional schedule with the quote for the activity, which the company must accept. If the company chooses not to carry out these activities with Quirón Prevención S.L., these activities will not be covered by the contract. The company is informed that these activities are a legal requirement for the purposes of prevention.

4. PERSONAL DATA PROTECTION

The Parties declare that they are aware of and undertake to comply with regulations and safety measures in relation to European Regulation (EU) 2016/679 regarding the Protection of Natural Persons as it pertains to personal data and other regulations on the matter.

In accordance with article 13 of European Regulation (EU) 2016/679, of the European Parliament and of the Council of 27 April, 2016, relative to the protection of individuals with regard to the processing of personal data and on the free movement of data, which regulates the duty of information in the collection of personal data, the legal representatives and employees of the Data Controller (the COMPANY) and the Processor (Quirón Prevención S.L.), are advised that their personal information as included in this agreement or provided as part of the contractual relationship will be recorded and processed by the opposite party as part of the execution and fulfilment of the contracted service. The legal basis for the processing is the fulfilment of the contractual relationship. In addition, each Party shall fulfil its obligation to inform their respective representatives and employees. The data collected are those essential to the establishment and development of the contractual relationship, as well as of the services contracted by the Data Controller, as detailed in these General Conditions. The data will be stored for the duration of the contractual relationship and beyond, until the responsibilities derived from the relationship have expired. The data of the Parties and employees will not be transferred to third parties, except where there is a legal obligation to do so.

The legal representatives of the Controller and the Processor agree to communicate in writing, any changes that occur in their data. In addition, the Controller and the Processor, acknowledge that the legal representatives and employees of both companies may freely exercise their rights of access, rectification, opposition, suppression, portability and limitation of the processing, by written communication to the notification address indicated in the special conditions. Also, the Data Controller can exercise their rights by writing to the e-mail address of Processor: protecciondedatos@quironprevencion.com. In any case, this communication must include the name and surnames of the requesting party, as well as the basis of the request, and the address for the purposes of notifications, as well as the date, signature, and photocopy of the National Identity Document or Passport of the requesting party.

DATA CONTROLLER IN RELATION TO THE OCCUPATIONAL MEDICINE SPECIALITY:

In cases in which the processing of personal data is aimed at providing the **occupational health and safety monitoring** service within the framework of this prevention service, QUIRON PREVENCION shall be considered the DATA CONTROLLER of all data provided by the worker as part of their occupational risk prevention activity, carried out within the framework of the medical service aimed at protecting the health of the Client's workers, who will be informed of any conclusions derived from medical check-ups made only in relation to the worker's aptitude to perform their job, as per article 22 of Law 31/1995 of 8 November on the Prevention of Occupational Risks.

Communication or Transfer of Personal Data:

So that the COMPANY can comply with its obligations as it pertains to the prevention of occupational risks, and in particular those relating to **health oversight** as outlined in Law 31/1995 of 8 November, on the prevention of Occupational Risks, the COMPANY must provide QUIRÓN PREVENCIÓN with certain personal data of its workers so that the latter can contact the workers of the COMPANY to offer the medical check-ups prescribed by law and subsequently manage appointments.

The personal data of workers that the COMPANY will send to QUIRÓN PREVENCIÓN includes:

- Name and surname(s)
- ID
- Personal email
- Telephone:
- Seniority
- Date of birth
- Gender
- Personal category
- Hours worked per week

The communication of COMPANY DATA to QUIRÓN PREVENCIÓN is protected as it is the fulfilment of a LEGAL OBLIGATION, which has been communicated by the COMPANY to its workers in advance.

QUIRÓN PREVENCIÓN may only process the DATA for the purposes of offering medical check-ups to the workers of the COMPANY, as prescribed by the regulations, and to manage appointments. Furthermore, QUIRÓN PREVENCIÓN states that it will not use the DATA for any other purpose than the above, in compliance with all safety measures set out in article 32 of the GDPR.

QUIRÓN PREVENCIÓN will not pass on the DATA to third parties.

The DATA will be securely blocked upon the termination of the contractual relationship between the Parties, and after the legally prescribed time has passed, it will be deleted securely and irreversibly.

The COMPANY, in its capacity as transferor of the DATA to QUIRÓN PREVENCIÓN, states that it is in a position to provide evidence to show that it has notified its workers that their data will be sent to QUIRÓN PREVENCIÓN, and that it has provided all required information as per article 13 of the GDPR.

PROCESSING ASSIGNMENT IN RELATION TO TECHNICAL SPECIALITIES (SAFETY, HYGIENE, ERGONOMICS, AND PSYCHOSOCIOLOGY):

Quirón Prevención S.L. shall act as the DATA PROCESSOR when providing the following services to the COMPANY:

- **Occupational safety**
- **Industrial hygiene**
- **Ergonomics and applied psychosociology**

1. Processor's objective

Through the current provisions empowered to the Company in Charge of Processing, to process on behalf of the Company Responsible for the Processing, and under its instructions, the personal data needed to provide the prevention services that have been specified and detailed and selected by the Company Responsible for the Processing in the Specific Conditions.

In any case, the data processing to be carried out by **Quirón Prevención S.L.** in the capacity of data processor shall be detailed clearly and specifically, according to each of the technical specialities or preventive activities contracted in the Specific Conditions, Stipulation One. The processing will specifically consist of the following processing operations, specified and detailed below:

- ✓ Collection.
- ✓ Preparation.
- ✓ Data recording.
- ✓ Structuring.
- ✓ Use.
- ✓ Consultation.

- ✓ Conservation.
- ✓ Registration.
- ✓ Adaptation or modification.
- ✓ Communication through transmission.
- ✓ Limitation.
- ✓ Destruction.
- ✓ Communication.
- ✓ Cancellation, blocking, or deletion.

2. Identification of affected information: Personal data

To perform the services derived from the fulfilment of the object of this assignment, the Data Controller provides the following information to the Data Processor:

1. Regarding the workers of the Data Controller, the Data Controller provides the Data Processor with the following data types and/or categories:
 - i. Personal data identifying the workers: name and surname of the worker, national or foreigner ID, postal address, landline or mobile phone number, picture, personal or professional email address.
 - ii. Personal data regarding details of the worker's employment: information about their role, working hours, shift, professional experience.
 - iii. Personal information regarding the personal characteristics of the worker in relation to age, sex, and date of birth.

3. Obligations of the Parties.

i. General obligations.

The Parties undertake to comply with the provisions of the data personal data protection regulation (hereinafter, "Applicable Data Protection Regulation"). Among other things, the Parties must comply with the provisions of Law 3/2018 on Personal Data Protection and Digital Rights, as well as the General Data Protection Regulation (GDPR), and any regulation that may replace or modify such laws and regulations in future.

The period of time during which the Personal Data will be processed is established according to clause eight of these General Conditions.

ii. Obligations of the Data Processor:

The Data Processor undertakes to the following obligations:

- a) Use the Personal Data exclusively for the purpose of providing the services specified in the Specific Conditions, and not to use it for other purposes, in accordance with the documented instructions provided by the Data Controller. If the data processor believes that an instruction received violates the General Data Protection Regulation or any other data protection provision of the Union or Member States in force at the time when violation was detected, the Data Processor will clearly inform the Data Controller within no more than three (3) working days.
- b) The data processor undertakes to keep a written record of all processing activity categories carried out on behalf of the controller, including:
 1. The name and details of the processor or processors and each controller on behalf of which the processor acts, and, if applicable, the representative of the controller or processor and the data protection representative.
 2. The processing categories as carried out for each controller.
 3. If applicable, the transfer of personal data to a third country or international organisation, including the identification of said country or organisation, and in the case of transfers listed in article 49, section 1, paragraph 2 of the Data Protection Regulation, suitable guarantee documentation.
 4. Where possible, a general description of the applicable technical and organisational safety measures as established in article 30 of the Data Protection Regulation, in particular with regards to:
 - a. Anonymisation and encryption of personal data.
 - b. The ability to guarantee the confidentiality, integrity, availability, and resilience of the processing systems and services.
 - c. The ability to restore availability and access to personal data quickly.
- c) Not communicate data to third parties, except with the express permission of the Data Controller, where permitted by the laws and regulations.
- d) Assist the Data Controller, within a reasonable amount of time set by the Data Controller, and in any case within the limits established in the GDPR, so that it can fulfil the obligations set out in the following articles: (i) article 32 of the GDPR (Processing Security); (ii) articles 33 and 34 of the GDPR (Notification of a violation of the security of personal data); (iii) article 35 of the GDPR (evaluation of impact on data protection) and (iv) article 36 of the GDPR (Prior Consultation).
- e) The Data Controller expressly authorises the Data Processor to report the data to other data processors of the same controller, according to the instructions of the controller. In this case, the controller will identify, in advance and in writing, the entity to whom the data should be communicated, which data to communicate, and the security measures to apply to make the communication.

- f) The Processor will ensure that staff acting under their responsibility and that process the Personal Data is subject to a contractual duty of confidentiality in relation to Personal Data. In all cases persons authorised to process Personal Data shall undertake to respect the obligation of confidentiality and comply with the appropriate security measures.
- g) Guarantee the required personal data protection training for personnel authorised to process personal data.
- h) The Data Processor must implement the appropriate technical and organisational measures to guarantee a level of security appropriate to the risk, as a result of accidental or unlawful destruction, loss or alteration, as well as unauthorised communication of or access to personal data. These measures are included in the Information Security Management System established at Quirón Prevención and which is endorsed by the ISO 27001 certificate. In any case, the Data Processor must adopt the necessary measures to comply with the provisions of article 32 of the GDPR. In particular, the Data Processor must adopt technical and organisational security measures that can guarantee the confidentiality, integrity, availability, and resilience of the processing systems and means, offering sufficient guarantees as it pertains to specialist knowledge, reliability, and resources with a view to the application of such technical and organisational measures.
- i) The Data Processor must maintain the confidentiality of all personal data it has access to under this assignment, even after the fulfilment of the objective.
- j) Regarding subcontracting, the Data Controller authorises the Data Processor to subcontract services involving the following processing or activities to the companies specified below:
 - 1. The realisation of activities requiring special expertise or facilities of great complexity according to article 19 of the Prevention Services Regulation. (R.D. 39/1997).
 - 2. The auxiliary services needed for the normal operation of the services of the Data Processor, which includes the technological information and communication services.

The Data Controller may request an updated list of data sub-processors involved in the above activities from the Data Processor by writing to protecciondedatos@quironprevencion.com.

To subcontract other services, the Data Processor must inform the Data Controller in writing, clearly and unequivocally identifying the subcontracted company and its contact information. Subcontracting may proceed if the controller does not express its opposition within seven (7) days.

The subcontractor, who is also classed as a data processor, must also fulfil the obligations established in this Contract for the Data Processor and the instructions of the Data Controller. The original Data Processor is responsible for regulating the new relationship, such that the new processor is subject to the same conditions and legal system that QUIRON PREVENCION is bound to, with the same formal requirements as this Party, as it pertains to the processor of personal data and the guarantee of rights of the affected persons. In the event of non-compliance by the sub-processor, the original processor will continue to be fully liable before the controller in relation to the fulfilment of obligations.

- k) The Data Controller will provide all necessary information to show compliance of the obligations established in Article 28 of the GDPR, as well as to allow and contribute to the performance of audits, including inspections, by the Data Controller or another auditor authorised by the Controller.
- l) Assist the data controller in responding to requests to exercise the following rights:
 - 1. Access, rectification, erasure, and objection
 - 2. Restrict processing
 - 3. Data portability
 - 4. To not be the subject of automated decision making (including profiling).

If the affected persons exercise their right to access, rectification, erasure, objection, restrict processing, data portability, and to not be the subject of automated decision making before the Data Processor, it must report this to the data controller by writing to the address given in the Specific Conditions. Communication must be made without undue delay and never more than one working day after the request was received, together with other relevant information to respond to the request, if applicable.

- m) Regarding the notification of Personal Data security breaches, the Data Processor will notify the Data Controller by writing to the address provided in the Specific Conditions, as per the terms of Article 33 of the GDPR, without any undue delay, and in any case within 72 hours, of any personal data security breaches it is aware of, together with all relevant information for the documentation and communication of the incident.

The notification shall not be necessary when it is unlikely that the security breach constitutes a risk to the rights and liberties of physical persons.

If it is not possible to provide the information at the same time, and to the extent that this is the case, the information will be supplied gradually without undue delay.

- n) The Data Processor will support the Data Controller in the performance of impact assessments regarding data protection, as applicable, as well as in the performance of prior consultations of the control authority, when applicable.
- o) Appoint a data protection representative and report their identity and contact information to the Data Controller.
- p) Upon the termination or expiry of this Contract, the Data Processor shall return or delete all Personal Data, as decided by the Data Controller, and it will delete any existing copies, unless the Personal Data must be preserved according to EU law or the laws of the Member States. The provisions of this clause shall prevail until the Data Processor has returned or deleted the Personal Data, as per the terms of this stipulation. However, the Data Controller authorises the Processor to keep a properly and technically blocked copy of the Personal Data, as long as responsibilities may arise from the provision of services under the Contract.

i. Obligations of the Controller

The Controller assumes the following obligations:

- a) Deliver the data referred in clause 2 "Identification of affected information: Personal Data" of this document to the data processor.
- b) Perform a personal data protection impact assessment for the processing operations to be carried out by the Data Processor under this agreement, as well as when required by applicable regulations, in accordance with the provisions of Article 35 of the GDPR.
- c) Perform prior consultations if necessary.
- d) In advance of and throughout the duration of the processing, oversee compliance with the General Data Protection Regulation by the processor.
- e) Supervise the processing performed, including performing inspections and audits.
- f) As it pertains to the right of information, the Data Controller is responsible for facilitating the right of information when the personal data is collected from the interested parties.

4. Liability.

- i. Each Party shall be liable for administrative, civil, and/or criminal penalties, as well as for damages and losses caused by a failure to comply with Data Protection regulations as established for each of them.
- ii. Each Party must compensate the other for any losses, claims, lawsuits, liability, and/or proceedings suffered by the compliant party as a result of a violation of the obligations and provisions of current Data Protection regulations, if said violations can be attributed to the party at fault.