

CONFIDENTIALITY AGREEMENT AND DATA PROTECTION

1.- Definitions

1.1 "Purpose" refers to all types of discussion or negotiation between both parties. that concerns or maintains relation to the business, private or professional life of the Client.

1.2 Confidential Information' refers to any information or data relating to the Client or to the Coach's exercise or personal assumptions revealed in writing or orally or otherwise between the due parties or by a possible third party for the benefit of the other parties, following or after the signature of this Agreement. The information or data that:

1.2.1 It is a common connection, without prejudice to what the receiving party agrees to.

1.2.2 There the receiving party was able to demonstrate that

(a) it was possessed or connected through tax controllers, computer systems or other systems prior to the information transmitted by the sending party and will not be acquired by the receiving party from the sending party until the indication of confidentiality

(b) what has been developed per year by the receiving party regardless of the information disclosed by the sending party, or that information available to the receiving party obtained from a source alien to the sending party sense that it was assumed by the receiving party or the source stated under obligation of confidentiality cap to the issuing party, or the disclosure by the receiving party with the authorization previously signed in writing by the issuing party.

2.- Treatment of confidential information

The party receiving the information will maintain the confidential information of the other party and will hold at a minimum those security and data protection measures that it maintains applies to its own confidential information in order to guarantee adequate protection of the information. Against unauthorized copies or uses. Copies or reproductions will not be made except for necessary for the development of the Purpose" and all copies will be the property of the issuing party.

All confidential information and copies will be returned to the issuing party within 30 days of receipt of a written request from the issuing party.

3.- Limitations and warranty

The receiving party shall undertake not to disclose the confidential information of the other party in part or in conjunction and use this information solely for its intended purpose and shall not use the confidential information of the parties without the prior consent of the party.

Affected except for that indicated in this clause. Each party guarantees its right to disclose its own confidential information to the other party and whether or not it authorizes it for the purpose or not.

4.- Notifications

All notifications to which this agreement refers will be sent in writing: fax, e-mail or postal mail certified to the addresses of the parties that appear in this agreement or to an additional address previously formulated by the signatory parties to the agreement. . The date of entry into force of the agreement Will be attached to the registration of shipment or the transmission, if necessary, of the present document once signed.

5.- Completion

This agreement will continue in force from the indicated date of commencement until its termination by mutual consent or by express indication of any of the parties provided that it is given to the other party in a term of no less than one month with the indication written. Clauses 1, 2 and 3 remain in force until and after finalization.

6-. Non – transfer

This agreement is personal to the parties and will not be transferred to a third party partially or jointly by the parties without the express written consent of the other party part.

7.- Protection of Personal Data

The parties are obliged to observe and comply, strictly and at all times, with the rights and obligations of all wants in matters of treatment of personal data and, in concrete, the provisions that are gave to Regulation (EU) 2016/679 of the European Parliament and of the European Council of April 27, 2016 (General Data Protection Regulation) to Organic Law 3/2018 of December 5 on the protection of personal data and guarantee of rights digital, regarding the data therewith and the data of personal character that also facilitates the development and execution of the service objective of the present contract, assuming every responsibility derived from the eventual non-compliments in which it may be included.

However, the the parties state that they will handle the personal data contingent on this contract in order to manage the execution and guarantee the conservation. Each party will be responsible for the transaction that it carries out and the second legal basis will be article 6.1b of the RGPD which establishes the legality of the transaction as necessary for the execution of the contract in which it is interested. The data is to keep the time necessary to attend to the legal obligations that are derived from the execution of the contract, together with any resulting responsibilities. International data transfers may be made in cases of use of services provided by established entities outside the economic space.

European always that these are still necessary for the technical and/or administrative management of some of the parts. In all cases, it is the responsibility of both suppliers to offer adequate guarantees regarding data protection using normatively authorized mechanisms. We will list and detail these suppliers and finalities in the respective privacy policies. portability, if it is not the subject of automated decisions without prior information and consent, send an email to the electronic and postal address of the parts referenced in this contract.

8-. With testimonies

If you do not comply with the data processing procedure, you may file a claim with the Data Protection Delegation of the parts, in case of disposing of this figure, send an email to the mother of the same (in the Consultant case: rgpd@linkbig.cat).
You may also file a complaint with the relevant Control Authority ([ww.aepd.es](http://www.aepd.es)).

9-. Legal regulations

It will be considered that this agreement is a contract made to Catalonia. Write in all aspects in accordance with the current Spanish legislation to another fur that corresponsability.
With testimonies of the agreement, please provide all of this of the parts of the day and any indication at the top of the print document.