

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**Addendum**”) amends and forms part of the Proposal between Mecalux and Client. In consideration of the mutual obligations set forth herein, the Parties hereby agree that the terms and conditions set forth below shall be added as an Addendum to the Proposal.

1. ADDITIONAL DEFINITIONS

- 1.1. “**Controller**” means the natural or legal person, public authority, agency or other body that, alone or jointly with others, determines the purposes and means of the processing. In the context of this Addendum, the Controller is the Client or the Client’s authorised Subsidiaries.
- 1.2. “**Data Subject**” means the owner of the Personal Data and to whom the Privacy Regulations grant privacy rights.
- 1.3. “**General Data Protection Regulation (GDPR)**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC.
- 1.4. “**International Transfer**” means the processing of data involving a flow of Personal Data from a territory located within the European Economic Area (countries of the European Union, Liechtenstein, Iceland and Norway) to a third country or international organisation outside the European Economic Area.
- 1.5. “**Organic Law on Data Protection (LOPD)**” means Spanish Organic Law 3/2018 of 5 December 2018 on the Protection of Personal Data and Guarantee of Digital Rights.
- 1.6. “**Standard Contractual Clauses**” means the set of clauses approved by the European Commission pursuant to Article 46(2)(c) of the General Data Protection Regulation (GDPR) establishing appropriate safeguards for International Transfers of Personal Data to countries not recognised as having an equivalent level of protection to that of the European Union Member States.
- 1.7. “**Personal Data**” means any information relating to an identified or identifiable natural person, i.e. information relating to a Data Subject whose identity can be determined, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier or one or more elements specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.
- 1.8. “**Privacy Regulations**” means (i) the GDPR, (ii) the LOPD, (iii) any applicable federal or state laws, statutes or regulations in the United States, including, without limitation, the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., as amended by the California Privacy Rights Act, and its implementing regulations, and (iv) any other relevant privacy legislation applicable to the processing of Personal Data in the context of the Services, in each case of (i)-(iv) as amended, superseded or replaced from time to time.
- 1.9. “**Processing of Personal Data**” or “**Processing**” means any operation or set of operations performed on Personal Data or on sets of Personal Data, whether by automated means or not, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or any other form of enabling access, alignment or combination, restriction, erasure, or destruction.
- 1.10. “**Processor**” means a natural or legal person, public authority, agency or other body that processes Personal Data on behalf of the Controller; in the context of this Addendum, the Processor is Mecalux (or, in the event that it is specified in the Proposal that Mecalux acts as a Sub-processor, all references to the Processor shall be understood as referring to the Sub-processor).
- 1.11. “**Proposal**” means the document or documents detailing the commercial offer for the Services, whether in the form of a “Purchase Order”, “Offer”, “Order Form” or any other similar ordering

document, which incorporates this Data Processing Addendum. Capitalized terms not otherwise defined in this Data Processing Addendum shall have the meaning provided to them in the Proposal or applicable linked Terms and Conditions.

- 1.1. **“Sale”, “Sell”, and “Share”** shall have the same meaning as “sale”, “sell”, and “share” under any applicable Privacy Regulations.
- 1.2. **“Services”** means the services or software provided by Mecalux to Client as set forth in a Proposal.
- 1.3. **“Sub-processor”** means a natural or legal person, public authority, agency or other body that processes Personal Data on behalf of the Controller and which the Controller has authorised the Processor to contract.

2. PURPOSE AND SCOPE

- 2.1. **Purpose:** The purpose of this Addendum, which forms part of the Proposal, is to regulate the Processing of the Personal Data that Mecalux carries out in the name and on behalf of the Client and which are necessary for the provision of the Services. The Client is responsible for ensuring that its Subsidiaries are aware of and assume the obligations included in this Addendum if they provide Mecalux with Personal Data.
- 2.2. **Scope:** To fulfil its obligations established in the Proposal, Mecalux may have access to Personal Data in relation to the Services (in particular, for Recurring Services and/or use of Software) that are necessary for the purposes described in the Proposal and/or the Documentation. Mecalux shall apply the appropriate technical and organisational measures to ensure that the processing is at all times compliant with the requirements of the GDPR, the LOPD and other applicable Privacy Regulations, guaranteeing the rights of the Data Subject. Unless otherwise stated in the Proposal, the Personal Data processed by Mecalux will be Personal Data of an identifying nature (name, surname, identification number), Personal Data relating to the Data Subject's role vis-à-vis the Client (position within the organisation, communication data provided by the client: telephone, email, etc.) and Personal Data generated in the performance of the Services by Mecalux (among others, Personal Data relating to communications between Data Subjects or generated through the use of one or more Software modules). The categories of Personal Data processed will include data related to employees, collaborators, representatives, and/or customers or suppliers of the Client.

3. DURATION

- 3.1. **Duration:** This Addendum shall remain in effect for the same duration as that established in the Proposal and Mecalux may process the Personal Data for as long as necessary to provide the Services, and/or to comply with applicable Privacy Regulations. Once the the Services have been rendered, and the term of the Proposal is terminated or expired, Mecalux shall no longer access the Client's Personal Data and, in any case, shall proceed to delete the documents containing the Personal Data, unless there is a legitimate interest on the part of Mecalux in maintaining said information and Personal Data, such as to verify compliance with its obligations to the Client and its legal obligations, in which case the Personal Data shall be duly blocked. In the event that temporary copies of the Client's information are made in Mecalux's systems to resolve an incident/error, inter alia, these Personal Data shall be deleted once the required action has been completed.

4. OBLIGATIONS OF THE PARTIES

- 4.1. **Obligations of Mecalux:** As the Processor, Mecalux shall:
 - 4.1.1. Process Personal Data in accordance with applicable Privacy Regulations; the Client's documented instructions (included in the Proposal and the Addendum) where such instructions provided by Client are consistent with terms of the Proposal, and Privacy Regulations; and solely for the purposes indicated in the Proposal and in the Documentation, unless such instructions may breach any applicable Privacy Regulations, in which case Mecalux shall immediately inform the Client.

- 4.1.2. Guarantee that the individuals authorised to process Personal Data have undertaken to respect the confidentiality of the Personal Data.
- 4.1.3. Adopt the appropriate technical and organisational security measures to guarantee a level of security appropriate to the risk. Where applicable, these measures shall include, among others: (i) implement encryption of Personal Data in Mecalux's Virtual Private Network; (ii) guarantee that Personal Data are accessed by persons authorised to process Personal Data, securing their commitment to the duty of confidentiality and ensuring compliance with relevant security measures; (iii) guarantee the continued confidentiality, integrity, availability and resilience of the processing systems and services; (iv) restore availability and access to Personal Data promptly in the event of a physical or technical incident; and (v) conduct regular verification, evaluation and assessment of the effectiveness of the technical and organisational measures to ensure the security of the processing.
- 4.1.4. Assist the Client, taking into account the nature of the processing, through appropriate technical and organisational measures, whenever possible, to enable the Client to fulfil its obligation to respond to requests aimed at exercising the rights of Data Subjects as required by applicable Privacy Regulations.
- 4.1.5. Assist the Client, in a reasonable manner and whenever possible, in identifying potential Personal Data security breaches of which it has actual knowledge and which may pose a risk to the rights and freedoms of the Data Subjects.
- 4.1.6. Delete the Personal Data upon termination of the provision of the Services and delete existing copies unless the retention of the Personal Data is required under applicable Privacy Regulations or the law of the European Union or any of its Member States. It shall be the responsibility of the Client, as the Controller, to back up the data hosted in the Software, unless the backup service is expressly included in the scope of the Services.
- 4.1.7. Provide the Client with relevant information to demonstrate compliance with the obligations set out in this Addendum, upon the Client's justified documentary request, which Mecalux shall respond to within 15 working days. Once the documentation has been received, and whenever reasonable doubts arise regarding possible non-compliance with the obligations of this Addendum (particularly if there is reasonable evidence regarding the technical and organisational measures applied by Mecalux or if there is a requirement from any authority), the Client may request an audit of Mecalux, the cost of which (including all the expenses of appointing the auditor and the costs arising from the audit) shall be borne entirely by the Client. In the event that the results of the audit identify possible non-compliance by Mecalux, the Client shall require Mecalux to remedy said possible non-compliance within a period of thirty (30) working days from the day following the day of the communication. If the possible non-compliance has not been remedied within the said period, the Client may opt to terminate this Addendum and the Services in accordance with the provisions of the Proposal.
- 4.1.8. Notify the Client (i) immediately (either fully or in phases, as information becomes available) upon becoming aware of any breach of the applicable Privacy Regulations, or (ii) promptly upon any confirmed unauthorized or unlawful acquisition, access, disclosure, or use of Personal Data, in order to assist the Client in complying with its obligations to inform the Data Subjects. This notification shall not be construed as an admission of error, liability, or fault on the part of Mecalux.
- 4.1.9. The Parties agree that any transfer, disclosure, or making available of Personal Data by Client to Mecalux under the Proposal and this Addendum is not intended to be a sale or sharing of Personal Data. Mecalux is prohibited from selling or sharing Personal Data it receives or has access to under the Proposal and this Addendum.

4.2. Obligations of the Client: In its capacity as the Controller, the Client shall:

- 4.2.1. Allow Mecalux access to the Personal Data necessary to provide the Services and guarantee that such data have been obtained lawfully in accordance with applicable Privacy Regulations, holding Mecalux harmless with regard to any complaints, damages or claims relating to the Client's fulfilment of said obligations.
- 4.2.2. Perform a risk analysis of the data processed by Mecalux in the name and on behalf of the Client, carry out a Data Protection Impact Assessment when processing involves a high risk to the rights and freedoms of Data Subjects and provide Mecalux with all necessary documentation.
- 4.2.3. Act as the sole point of contact for Mecalux regarding the Processing of Personal Data and ensure that it obtains the necessary authorizations, consents, and permissions for Mecalux to receive the Personal Data and to provide the Services in accordance with this Addendum and any applicable Privacy Regulations. This applies both to the Personal Data for which the Client is the Controller and to any Personal Data provided to Mecalux in the context of the Services. The Client shall indemnify and hold Mecalux harmless against any claims or damages related to the Client's failure to comply with this obligation.
- 4.2.4. Comply with the other obligations set out in the Privacy Regulations applicable to the Client. The Client shall inform Mecalux of any modification or change in its obligations as Processor resulting from an amendment to the Regulations Applicable to the Client's Personal Data.

5. SUBCONTRACTING OF PROCESSING

- 5.1. Authorisation to subcontract: The Client grants Mecalux general authorisation to subcontract the processing of Personal Data to the Sub-processors, provided that Mecalux subcontracts the processing activities on behalf of the Client through a contract or other legal act established under applicable Privacy Regulations, containing obligations that are essentially similar or equivalent to the data protection obligations stipulated in this Addendum. Mecalux shall be liable to the Client, as per the rules established in the Proposal, with regard to breaches by the Sub-processors.
- 5.2. International transfer: If the Sub-processor is located in a country or territory that does not guarantee an adequate level of protection for Personal Data, Mecalux shall implement the appropriate safeguards for the International Transfer of Personal Data, including through the adoption of Standard Data Protection Clauses approved by the European Commission.

6. MISCELLANEOUS

- 6.1. Changes or amendments to the Addendum: Mecalux may have to update, change or amend the Addendum to adapt it to amendments in the applicable Privacy Regulations or changes in the Services. Mecalux shall inform the Client, through the communication mechanism agreed between the Parties, of the amendment of this Addendum at least thirty (30) days before the amendments come into force. If the Client does not indicate otherwise, the amendment shall be deemed accepted by the Client at the end of the notice period, and the new version of the Addendum shall become the effective agreement between the Parties regarding the processing of Personal Data. The Client may object to an amendment of the Addendum if the amendment degrades or materially affects Mecalux's essential commitments regarding the processing of Personal Data, which will result in the termination of the Addendum at the end of the notice period. The latest version of the Addendum in force shall be the one available via the link indicated to the Client in the Proposal.
- 6.2. Entire Agreement: This Addendum, together with the Offer, the Terms, and the Documentation, constitutes the entire agreement, including the conditions, limitations, exclusions, and liabilities between the Parties regarding the Services. It supersedes and renders void any other prior or contemporaneous document, contract, or statement, whether verbal or written, related to the Software and/or the Services.

- 6.3. Invalidity or unenforceability of the Addendum: If any provision of this Addendum is held to be invalid or unenforceable in whole or in part, the invalidity or unenforceability will not affect the remaining provisions contained in the Addendum.
- 6.4. Non-waivability: Failure to exercise or waive any obligation or right in the Addendum shall not be deemed a waiver of any other obligation or right.