

FOREIGN EXHIBITOR AGREEMENT FOR THE 14ENISE SPIRIT ORGANIZED BY INCIBE

In _____, on _____ 2020

BY AND BETWEEN

On the one hand, MS ROSA DÍAZ MOLES, of legal age, in her capacity as General Manager of **S.M.E INSTITUTO NACIONAL DE CIBERSEGURIDAD DE ESPAÑA M.P., S.A.** (hereinafter, "INCIBE"), with registered address at 24005-León, Edificio INCIBE, Avda. José Aguado, 41 and Tax Identification No. A-24530735, empowered to do so as stated in the public deed with protocol number 4623 granted on 13 December 2019 by the Notary Public Member of the Notaries Professional Association of Madrid, Ms. Ana María López-Monís Gallego.

And, Mr./Ms. _____ with
National Identification No. _____ in name and on
behalf of _____ (exhibitor),
with _____ registered _____ address _____ at
_____ and with Tax
Identification No. _____ in their role as
_____, according to _____

Both parties recognize one another's legal capacity to enter into this agreement and under this agreement;

THEY DECLARE

One.- ENISE is the **International Meeting on Information Security**, which has been held for 14 years in the city of León in October.

14ENISE SPIRIT will be held virtually on the 20th and 21st of October 2020.

INCIBE has issued a public call to attract exhibitors to the event that has been published in INCIBE's contracting profile.

Two.- _____ is interested in participating as an exhibitor and has submitted their application in accordance with the terms of the call.

Third.- By virtue of the above, INCIBE and _____ sign this agreement in common consent, which shall be governed by the following:

CLAUSES

One.- Purpose

The purpose of this agreement is to establish the terms and conditions of the exhibitor agreement during the 14ENISE Spirit organized by INCIBE, which will take place virtually on 20 and 21 October 2020.

Exhibitor participation will not be exclusive, the exhibitor accepting that other entities also have the referred condition.

Two.- Duration

This agreement shall enter into force on the date of its signing and shall terminate at the end of the event.

Third.- Obligations of the parties

3.1. INCIBE undertakes to:

- Publish the list of exhibitors.
- Use the exhibitor's distinguishing marks according to the graphic, colour and word characteristics provided by the exhibitor, following the guidelines established by INCIBE.
- Provide the exhibitors with:
 - Virtual space on the online platform where 14ENISE spirit takes place.
 - Logo on the website
 - Appearance in the 14ENISE spirit video summary
 - Event leads

3.2. undertakes to:

- Pay to INCIBE the amount of 500 + VAT, if applicable, which will be paid before 16 October 2020.
- Make the payment in the following way:

The payment is made by the exhibitor himself/herself: These sums will be paid by transfer to account No. ES24 0081 5761 8400 0107 6018 (BIC code. BSABESBB) open in Banco Sabadell in the name of S.M.E. Instituto Nacional de Ciberseguridad de España M.P., S.A.

Payment is made by an entity representing the exhibitor: The payment of these amounts, by express request of the exhibitor corresponds to the company

with Tax Identification No. who shall make it effective in the dates indicated above by means of transfer to the account No. ES24 0081 5761 8400 0107 6018 (BIC code. BSABESBB) open in Banco Sabadell in the name of S.M.E. Instituto Nacional de Ciberseguridad de España M.P., S.A.

In case of non-payment by the exhibitor will be responsible for the payment.

If the exhibitor acts on behalf of a representative entity, in the event of non-payment by this entity, the exhibitor shall be responsible for payment.

- To provide INCIBE with all the documentation necessary for the fulfilment of this agreement without delay. The delivery of the exhibitor's corporate image in digital format, or any other support to which said image has been incorporated and which is the object of this agreement, in such conditions that allow its subsequent use without requiring any operation other than those necessary to fix the distinguishing marks on the objects or elements of the exhibitor.

The contact e-mail for the resolution of doubts in the execution of the agreement is . The absence of a reply within the time set by INCIBE or the absence of a reply at the decision-making meetings convened, whatever the reason, implies full acceptance of the decisions taken by INCIBE regarding the fulfilment of its obligations.

- Guarantee that all the information you have provided when registering is true, taking responsibility for the authenticity of all data.
- Comply with the regulations in force in its activity. The management and contracting of the insurances inherent to its activity and to which it is obliged.
- To obtain as many authorizations, administrative or particular, as are necessary for the execution of what has been arranged in this agreement.
- To be liable for any consequences that may arise for INCIBE from the execution of this agreement in conditions of illegality or failure to comply with legislation on advertising.
- Use the event platform in accordance with INCIBE standards and with respect for attendees and participants
- Be liable for any damage caused to INCIBE and/or third parties during their attendance and virtual participation in the event
- Collaborate with INCIBE to carry out statistical studies regarding the assessment of the event

Four.- Data protection

The personal data included in this public call are those necessary for its establishment and management and its processing is based on Article 6.1.b of Regulation (EU) 2016/679 of the European Parliament and of the Council: the processing is necessary for the performance of a contract to which the data subject is a party and its communication is not foreseen.

The parties undertake to comply with current data protection legislation and, specifically, with 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 their personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and Organic Law 3/2018 of 5 December on the protection of personal data and the guarantee of digital rights.

Data will be kept for the time required to achieve the purpose for which it was collected and to determine possible liabilities that may arise from the aforementioned purpose and from data processing. The provisions of the files and documentation regulations will apply.

The personal data will be processed by INCIBE to be incorporated into the "Budgetary and economic management" and "Management of contracting procedures" processing system, the purpose of which is the processing of contracting and expenditure files and the formalization, development and execution of the agreement.

Likewise, in order to process the procedure, your data will be incorporated into the "Events Management" processing system for the purpose of registration and monitoring of attendance at events promoted by society and the execution of the activities contained therein.

The parties undertake to use in a confidential manner the personal data resulting from the implementation of the Convention and to treat them in accordance with the provisions of 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 their personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), Organic Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights (LOPDGDD) and complementary national and European regulations.

Likewise, the parties undertake to adopt the necessary technical and organizational measures to guarantee the security of the personal data and to avoid its alteration, loss of processing and unauthorized access.

What are your rights regarding your personal data?

- **Right of access.** You may ask INCIBE if and how they are processing your data.
- **Right of rectification.** You can ask us to update your personal data if it is incorrect, and delete it if you wish.
- **Right to limit processing.** In this case they will only be kept by INCIBE for the exercise or defence of claims.
- **Right to object.** Following your request to object the processing, INCIBE will cease to process the data in the manner you have indicated, except on legitimate grounds.
- **Right to data portability.** If you want your data to be processed by another company, INCIBE will provide you with the portability of your data to the new Data Controller when applicable in accordance with the regulations.
- **Right to erasure.** You may request that we delete your data when it is no longer needed for processing, you withdraw your consent, there being unlawful processing or a legal obligation to do so. We will analyse the allegation and apply the law

Persons whose data are processed may exercise their rights under Articles 15 to 21 of the General Data Protection Regulation (right of access, right of rectification, right to erasure, right to limit processing, right to data portability and right to object) before the following bodies:

- INCIBE's Data Protection Delegate: by means of a letter to INCIBE Avenida José Aguado nº 41 in León or by e-mail to dpd@incibe.es.

You also are entitled to file a complaint with a supervisory authority, the Spanish Data Protection Agency.

Five.- Confidentiality

Any information or documentation that the parties must share for the execution of the agreement, and in execution thereof, shall be confidential and may not be communicated to third parties without the prior written consent of both parties.

Excluded from the category of confidential information is any information which is in the public domain, which has to be disclosed in accordance with the law or with a court decision or act of competent authority or which has to be disclosed for the proper performance of the agreement.

Six.- Intellectual Property

The brand or the logo and emblems of the exhibitor will be used exclusively in the version provided by each one, without altering colours, forms, symbols or graphics and to comply with the obligations contracted by INCIBE under the present agreement.

Any use of INCIBE's trademarks must be previously authorized and the corporate manual must be respected in this regard.

Each party shall retain ownership and all derived rights to the elements, materials and, in general, any contribution to the forum belonging to it.

Eight. - Cancellation of exhibitor's participation

Exhibitors who waive their participation in the event must notify INCIBE in writing of such resignation.

The cancellation of the participation once the agreement is formalized does not give right to the return of the payment made.

When the resignation occurs within 10 days before the event, INCIBE may claim full payment of the space, even though it may be occupied by another exhibitor.

If the exhibitor has not paid the full amount by 16 October 2020 or has not occupied the contracted virtual exhibitor on the opening day of the event, it may be understood that his participation is cancelled, and INCIBE will be free to assign the space to a third party, without having any obligation to compensate him or to refund the amounts already paid, which will be retained as compensation for the expenses incurred by INCIBE for the cancelled participation. In the event that a foreign exhibitor loses, or waives such condition, INCIBE shall not be obliged to reimburse him/her for the expenses that he/she may have incurred as a result of the event, and the exhibitor shall be obliged to assume the cost of removing his/her institutional image from the actions and communication materials in which he/she may have been involved, as well as any damages caused.

Eight.- Termination of the agreement

Failure by either party to comply with any obligation under this agreement or the terms of the call shall entitle the other party to terminate the agreement, thereby forfeiting all rights in respect of the subject matter of the same.

It is considered cause for termination:

- Failure to pay in accordance with clause three.
- The data provided is false.
- The extinction of legal personality.
- The total or partial non-fulfilment of all or any of the general and particular conditions of these bases and of the agreement that is formalized to this effect.
- The undertaking by the exhibitor of actions such as an illegitimate interference for INCIBE, lack of confidence of INCIBE based on objective causes or the commission of a crime.
- The alteration of the object of the sponsorship granted.

Ninth.- Disclaimer

INCIBE is expressly exempt from any liability for damage to persons or things caused by the performance and effectiveness of this agreement

Ten.- Jurisdiction

The parties, with express waiver of any jurisdiction that may correspond to them, submit to the courts of León (Spain) to resolve any actions or disputes that may arise from the interpretation and / or application of this agreement.

Eleven.- Legal Framework

This agreement is not subject to Law 9/2017, of 8 November, on Public Sector Contracts, pursuant to article 11.4.

And for the record for the appropriate purposes, in witness whereof, the Parties sign this agreement in two copies, for one sole purpose, in the place and on the date abovementioned.

BY S.M.E. INSTITUTO NACIONAL DE CIBERSEGURIDAD DE ESPAÑA, M.P., S.A. **BY**

Ms. Rosa María Díaz Moles
Managing Director

Mr/Ms
Representative