

(Choose, legal entity or natural person)

(Legal entity) Mr/Mrs..... (\*), acting in the name and representation of the entity ....., hereinafter (the contractor) with TIN ..... Email ..... and telephone number.....

(Natural person/self-employed) Mr/Mrs ..... (\*), acting on his/her own behalf and representation, hereinafter (the contractor) with ID card ..... email address ..... and telephone number ....., declares that: He/She has sufficient legal capacity to sign this confidentiality document, concerning any data and information he/she has access during the development of the works, services or supplies of the goods contracted by the Consortium for the design, construction, equipment and operation of the Oceanic Platform of the Canary Islands (PLOCAN); And according to which, he/she commits to:

1. Not disclose to any person outside PLOCAN, without its consent, the information (understood as such any numerical, alphabetical, graphic, photographic, acoustic or any other information, liable to be collected, registered, treated or transmitted, related to an identified or identifiable natural person allowing to determinate direct or indirectly, the physical, physiological, psychological, economic, cultural or social identity of the natural person concerned) to which he/she has access in the performance of his/her functions in PLOCAN; provided when it is deemed necessary to give due fulfilment to the obligations of the undersigned or of the entity, imposed by applicable laws or regulations, or when required to do so by mandate of the competent authority in accordance with the law.
2. Use the information referred to in the previous section, only as required to perform his/her functions at PLOCAN, and not dispose of/use it in any other way or for any other purpose.
3. Maintain the strictest secrecy for all information (data, documents, prototypes, etc.) that may come to his/her knowledge or access as a result of the performance of his/her duties at PLOCAN; pledging not to disclose, publish, transfer, release; neither make it available to third parties, in whole or in part, directly or indirectly; and fulfil this obligation even with his/her own relatives or other members of PLOCAN who are not authorized to access such information, regardless of the format in which the information is found.
4. Access the information contained in computers and any other format, in paper, electronic or telematics, only if such access is necessary for the provision of services. Not use in any way, any other information that could have been obtained by prevailing of his/her relation with PLOCAN, and which is not necessary for the performance of his/her tasks.
5. Comply with the current national and EU regulations about protection of personal data, in the fulfilment of his/her duties at PLOCAN, and in particular
6. General Data Protection Regulation (EU) 2016/679 (GDPR), and additional provisions or any other rule substituting them in the future, being bound thereby to

the obligation of secrecy under article 5.1f of the aforementioned rule and article 5 of the Spanish law 3/2018

7. Return to PLOCAN all copies or documents, regardless of their format, in relation to the information that he/she had access to, because of the services rendered, with no need of request.
8. Comply with the previous commitments, even once the relationship with PLOCAN has ended, and whichever reason of the extinction of said relationship.
9. Create all the necessary procedures so that the personnel at his/her service and any other person who intervenes in the contracted service and who depends on the Contractor, observes the terms agreed in this document, securing the confidentiality and protection of data.
10. The undersigned recognizes that the failure to fulfil the abovementioned commitments will allow PLOCAN to initiate a legal action for any consequential damage caused to The Consortium or third parties.

And declares that is not in any of the situations foreseen in article 29.7 of the General Law of Subsidies.

And in witness of our agreement, this document is signed, at .....,  
..th/st//nd/rd ....., 201 ...

The contractor (Signature and stamp)

NOTE: (\*) The same 'representative' stated in the 'Information of Third Party Form' should complete and sign this document.