

GENERAL CONTRACT CONDITIONS

TALENTFY - EMPLOYERS

These general contract conditions (the "General Conditions") apply to the entities (the "Employers") that wish to make use of the services of TALENTFY RECRUITING, S.L., with registered office at C/ Tuset 19, Mezzanine, 08006, Barcelona and with Spanish Tax ID (CIF) number B67460907 ("TalentFY"), who are entrusted to carry out the services chosen by the Employer through the Website (the "Service(s)").

The General Conditions establish the terms and conditions that will govern the relationship between TalentFY and the Employers, and the relationship of provision of the Services between the Employers and the Recruiters and/or Candidates will be regulated through the corresponding particular conditions applicable to each Service (the "Particular Conditions"). Together, the General Terms and Conditions and the Special Terms and Conditions shall be referred to as the "Terms of Contract". The Employer's registration on the Website implies full acceptance of the Terms of Contract. If the Employer does not accept them, the taking out of the Services will not be carried out and, consequently, will not entail the assumption of any type of obligation or liability on the part of TalentFY and/or the Recruiter and/or the Candidate.

TalentFY reserves the right to modify the content and/or scope of the Terms of Contract at any time, therefore, before requesting the Services, the Employer should carefully read it as it is the Employer's responsibility to review the Terms of Contract in force at any given time.

EMPLOYER REGISTRATION

The Employer must register on the Website following the procedure provided therein. For second and subsequent requests for Services, the Employer need only provide the e-mail address and password in the "Log In" sub-section of the Website.

Once registered, the Employer will receive a notification from TalentFY confirming that the registration process has been successful.

By registering on the Website, the Employer gives TalentFY consent to use its distinctive signs on the Website and declares to have full capacity to take out a service. To this end, TalentFY reserves the option to request, at any time, supporting documentation to that effect from the Employers; in the event that the Employer does not comply with TalentFY's request or does not comply with it correctly, TalentFY may also prohibit the Employer from using and/or accessing the Website and from keeping their Employer status.

In the event that the Employer does not provide all the required information and/or does not complete the registration procedure provided on the Website, they will not be registered as such and, therefore, will not be able to benefit from the Services provided by TalentFY.

Likewise, the Employer may come from another provider (the "**External Platform**"), in which case, their profile will be registered and integrated directly into TalentFY as long as the Employer accepts the Terms of Contract and the rest of the policies of the Website.

Upon registration with TalentFY, the Employer must choose the type of Service and follow the procedure provided on the Website, in accordance with the Particular Conditions of each type of Service.

RATES AND BILLING

TalentFY will invoice the Employer the amount due in accordance with the "**Rate**" corresponding to the Service accepted through the Website. The fee established for each position is 15%.

The Employer shall pay the invoice to TalentFY, by bank transfer or any other means of payment provided on the Website, within a maximum period of thirty (30) calendar days from the receipt of the invoice if they take out a service.

The Rate does not include VAT at the current legal rate or any other applicable tax.

In the event of non-payment of any invoice, TalentFY may claim from the Employer interest for late payment at the legal interest rate in force at the time the Rate is due, without prejudice to TalentFY's option to terminate the Employer in accordance with the provisions of the section "Unregistration of the Employer".

LIABILITY

TalentFY is an intermediary and, therefore, is exempt from any liability and/or claim arising, directly or indirectly from the performance of the Services except in relation to incidents in the management of the payment of the Services provided that they are directly attributable to TalentFY. Therefore, the Employer agrees to free and relieve TalentFY from any type of penalty, fine, compensation and/or damages that may be imposed on TalentFY in connection with the provision of the Services.

TalentFY shall not be liable for any damages and/or losses that may arise to the Employers, directly or indirectly due to their access or use of the platform, including, but not limited to, those produced in the computer systems or those caused by viruses and/or computer attacks, nor for any breakdowns, interruptions, absence or defect in communications and/or on the Internet.

The Employer undertakes to be legally bound to TalentFY to fully comply with the obligations set forth in these General Conditions, the Special Conditions and the other terms and conditions provided by TalentFY and/or the applicable legislation at all times; consequently, the Employer shall be liable for damages of any nature that TalentFY may suffer as a result of the breach of such obligations.

The Employer is also obliged to take out the Services offered by the Recruiter through the Website, and may not, therefore, take them out with the Recruiter outside of the Website or without following the procedure and fees set out on the Website. In case of failure to comply with such obligation, the Employer shall pay TalentFY the amount of the Rate that would have resulted from taking out the Recruiter's Services through the Website.

CONFIDENTIALITY

Both parties agree to keep the Confidential Information of the other party strictly confidential. For these purposes, "**Confidential Information**" means any technical, commercial, financial and business information to which a party has had access in connection with the provision of the Services.

Accordingly, the parties shall keep in secret and in strict confidentiality all Confidential Information and shall not, at any time, sell, transmit and/or disclose such Confidential Information, in whole or in part, to any third party, or use or dispose of it for any purpose other than that for which it was disclosed, without the prior written authorisation from the other party.

The obligation of confidentiality will have an indefinite duration, remaining in force after the termination, for any reason, of the relationship between the parties and will be mandatory for the corresponding employees and collaborators, both external and internal.

The confidentiality obligation regulated in this clause does not apply to (i) information which, at the time of disclosure, was already in the public domain; and (ii) information which, after having been disclosed by TalentFY, becomes public domain through publications or by other means, without infringement by the Employer.

PERSONAL DATA PROTECTION

In accordance with the General Data Protection Regulation EU 679/2016 (GDPR) and the Organic Law on Personal Data Protection and Guarantee of Digital Rights 3/2018 (LOPDGDD), TALENTFY informs the Employers that the personal data provided through the Website will be integrated into a file owned by TalentFY for the purpose of managing the intermediation in the Services and, in particular, the management of the collections and payments resulting from it. Employers may exercise their rights of access, rectification, cancellation and opposition under the terms provided for in current legislation, at the registered office of TalentFY or upon request by email to **atencion@ytalentfy.com** (Ref. RGPD).

The Employer shall communicate to TalentFY its current personal data, as well as any modification thereof, so that the information contained in TalentFY's files is, at all times, updated and error-free. The Employer shall be responsible, in such case, for the veracity of the data provided, and TalentFY reserves the right to exclude from the Website and/or the Services any Employer who has provided false or fraudulent data, without prejudice to any other actions that may be legally applicable.

Likewise, if the intermediation is carried out by TalentFY and they access personal data owned by the Employers, the following provisions shall apply:

TalentFY will treat as confidential any personal data provided by the Employers or to which it has direct access, in connection with the Services.

TalentFY will process the personal data owned by the Employers in accordance with their instructions, will not apply or use them for purposes other than those provided for in these General Terms and Conditions and will not communicate them, even for storage, to other persons. In the event that TalentFY should subcontract to a third party the provision of part of the intermediation services and this involves the processing of personal data owned by the Employers by said third party, TalentFY shall act in the name and on behalf of the Employers, for which it is expressly authorised by virtue of this clause.

Upon termination of the Employer's employment in accordance with the provisions of Section EMPLOYER'S UNREGISTRATION, the personal data shall be returned to the Employers, as well as any storage medium or document containing any personal data subject to processing. The return of personal data will be carried out, where appropriate, in the format and on the storage medium used to store such data.

TalentFY declares that it has implemented the technical and organisational measures of a basic, medium or high level necessary to guarantee the security of personal data, preventing its alteration, loss, processing and/or unauthorised access,

taking into account the nature of the data it processes and the risks to which such data may be exposed, all in accordance with the provisions of the General Data Protection Regulation EU 679/2016 (GDPR) and the Organic Law on the Protection of Personal Data and Guarantee of Digital Rights 3/2018 (LOPDGDD), which approves the Regulation implementing the GDPR.

EMPLOYER UNREGISTRATION

To unregister as an Employer, it will be necessary for the Employer to notify TalentFY by e-mail through the contact details provided on the Website.

In the event that the Employer fails to comply with any of the obligations set forth in these Terms of Contract and/or any other terms and conditions set forth on the Website, TalentFY reserves the right to immediately cancel the request and/or execution of the Services and/or unregister the Employer from the Website, adopting any technical measures necessary to that effect.

GENERAL STATEMENTS

The relationship between TalentFY and the Employer is one of intermediation and, therefore, strictly commercial. Consequently, there is no agency, joint venture or employment relationship between the two parties.

The Terms of Contract represent the only valid agreement between the Parties in relation to the subject matter hereof and supersede any other contracts or agreements previously reached by the Parties in relation to the same subject matter, whether oral or written.

If any of the clauses of the Terms of Contract is declared, totally or partially, null or ineffective, such nullity or ineffectiveness shall only affect such provision or the part thereof that is null or ineffective, and the Terms of Contract shall remain in force in all other respects, and such provision or the part thereof that is affected shall be deemed not to have been included in the Terms of Contract. For such purposes, the Terms of Contract shall only cease to be valid only with respect to the null or ineffective provision, and no other part or provision thereof shall be nullified, invalidated, impaired or affected by such nullity or ineffectiveness, unless such nullity or ineffectiveness is essential to affect the Terms of Contract as a whole.

APPLICABLE LAW AND COMPETENT JURISDICTION

The General Conditions shall be governed by and construed in accordance with the Laws of Spain.

For any discrepancy that may arise and is not resolved amicably, TalentFY and the Employer, expressly waiving any other jurisdiction that may correspond to them, submit to the jurisdiction and competence of the Courts and Tribunals of Barcelona.

PARTICULAR CONDITIONS

EMPLOYERS - RECRUITERS

SELECTION OF CANDIDATES

These Particular Conditions establish the terms and conditions for the provision of the Services to be performed by TalentFY to the Employers.

The terms and definitions included in the Particular Conditions shall have the same meaning as in the General Conditions. In case of contradiction between the provisions of the General Conditions and the Particular Conditions, the latter shall prevail.

FEES

In consideration for the Services, the Employer agrees to pay, only in case of success, through TalentFY, the amount of the Rate.

GUARANTEES

Once the Candidate has signed the contract with the Employer, if the Employer terminates the contract or fires the Candidate or the Candidate voluntarily resigns from the contract within the first three (3) months (counting from the beginning of the Candidate's professional activity in the Employer's organisation), the Recruiter will carry out a new Candidate selection for the same Employer free of charge. Conversely, if the Employer covers the guarantee on its own, TalentFY will not refund the invoice.

The guarantees shall only apply once for each Process, and provided that the termination of the Candidate's contract is not based on a breach of contract by the Employer.

TalentFY undertakes to return the financial amount if the position is not filled within a period of no less than three months.

PROPERTY

A Candidate who is part of a selection process carried out by TalentFY shall be considered to be its property for a period of two (2) years after it has been validated.

Therefore, if hired by the Employer (or any company of the same group), the amount of the Rate established in the selection process for which the CV was sent by the Recruiter will be accrued.

LIMITS

The Recruiter may not propose as a Candidate any employee of the same Employer within the time limits set forth in the GUARANTEES section (counting from the date of completion of the last selection process); however, nothing prevents a Candidate from unilaterally and spontaneously and, where appropriate, by mutual agreement with their company, submitting their application to the same Employer on their own behalf.

Likewise, once a Candidate is hired by an Employer, they cannot be included by TalentFY in another selection process of other Employers for a period of one (1) year after their hiring and as long as they continue to be hired by such Employer.

TERMINATION

These Particular Conditions shall terminate in the following cases:

1. By express agreement of both parties;
2. Failure to comply with the obligations set forth in the Particular Conditions; and
3. By unilateral denunciation of any of the parties, provided that there is prior written notice of thirty (30) calendar days.

CONFIDENTIALITY

Both parties agree to keep the Confidential Information of the other party strictly confidential. To this end, "**Confidential Information**" means any technical, commercial, financial and business information to which a party has had access in connection with the provision of the Services.

Accordingly, the parties shall keep in secret and in strict confidentiality all Confidential Information and shall not, at any time, sell, transmit and/or disclose such Confidential Information, in whole or in part, to any third party, or use or dispose of it for any purpose other than that for which it was disclosed, without the prior written authorisation of the other party.

The obligation of confidentiality shall be of indefinite duration, remaining in force after the termination, for any reason, of the relationship between the parties and shall be binding for the corresponding employees and collaborators, both external and internal.

The obligation of confidentiality regulated in this clause does not apply to (i) information which, at the time of disclosure, was already in the public domain; and (ii) information which, after having been disclosed by one party, becomes public domain through publications or by other means, without infringement by the other party.

PERSONAL DATA PROTECTION

The Employer and TalentFY undertake to comply with the personal data protection regulations in force (in particular, EU General Data Protection Regulation 679/2016 (GDPR) and the Organic Law on Personal Data Protection and Guarantee of Digital Rights 3/2018 (LOPDGDD) and any regulations that develop and/or replace it) in relation to the personal data that they process and/or provide to the other party and, in particular, in relation to the personal data of the Candidates that TalentFY provides to the Employer; in this regard, TalentFY guarantees the Employer that it will have complied with Articles 11 and 27 LOPD (Law of Personal Data).

GENERAL STATEMENTS

The relationship between the Employer and TalentFY is one of provision of services and, therefore, strictly commercial. Consequently, there is no agency, joint venture or employment relationship between them.

In the event that the Employer and TalentFY wish to modify any aspect of the Special Conditions, it must be agreed through the corresponding Appendix, and previously communicated by email to TalentFY for approval.

APPLICABLE LAW AND COMPETENT JURISDICTION

The Particular Conditions shall be governed by and construed in accordance with the Laws of Spain.

For any discrepancy that may arise and is not resolved amicably, the Employer and TalentFY, expressly waiving any other jurisdiction that may correspond to them, submit to the jurisdiction and competence of the Courts and Tribunals of Barcelona.