



CONFIDENTIALITY AND PERSONAL DATA PROTECTION POLICY

MANAGEMENT
LEXSOFT SYSTEMS

DOCUMENT INFORMATION**GENERAL INFORMATION**

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CONTROL DE VERSIONES

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1.0	21/07/2023		Initial documentation

Lexsoft Systems S.L., as well as all its subsidiaries, (hereinafter LEXSOFT) reaches commercial Agreements with its clients, in which said clients are the holders of the information described below (hereinafter the Discloser) in which both LEXSOFT and all its personnel, internal or external, who access it, are the recipients of the same (hereinafter the Recipient). These Agreements have involved or will involve written or verbal disclosure and communication to the Recipient by the Discloser or by members of its work team, of documents owned or controlled by any of the aforementioned, which may include, but is not limited to, financial information, business plans, personal information, drawings, examples and prototypes of artifacts, demonstrations, trade secrets, technical information, computer systems and software, research results, customer lists and other data in oral or written form related to technology, whether such communication occurs verbally, visually, or through demonstrations or any other means, whether in the form of drawings, models, printed documents, and/or electronic file format or in any other way (hereinafter the Confidential Information).

The Confidential Information, and all rights thereto that have been or will be disclosed to the Recipient, shall remain the property of the Discloser. The Recipient will not obtain any right, of any kind, over the information, nor any right to use it, except for the purpose of the given Agreement between LEXSOFT and its clients at any given time.

LEXSOFT, through this Confidentiality Policy, instructs all its personnel, internal or external, in charge of receiving the Confidential Information, of their obligation to receive, treat and use the Confidential Information they receive as confidential and intended solely for the purpose of the Agreements in force, in the same terms established in this Policy.

Therefore, LEXSOFT, like all its personnel, is committed to:

- Keep the Confidential Information strictly confidential and not disclose any of the information to any other party, related or not, without the prior written consent of the Discloser to LEXSOFT as a legal entity.
- Disclose Confidential Information only to persons authorized to receive it within the organization.
- Treat confidentially all information received directly or indirectly from the Discloser, and not use any of that information in any way other than the purpose of the given Agreement.
- Not handle, use, exploit, or disclose Confidential Information to any person or entity for any reason in contravention of the provisions of this instrument, unless expressly authorized in writing to do so by the Discloser.

LEXSOFT personnel, internal or external, understand that the disclosure or misuse of Confidential Information will lead to a serious infringement, in addition to any other action that may legally arise, such as compensation for damages.

The obligations set forth in this Confidentiality Policy will not apply in the following cases:

- i. If it is information that is in the public domain, or hereafter becomes in the public domain, by means other than an unauthorized activity or an omission of the Recipient; or it is information that is in the possession of the Recipient and is not subject to secrecy obligations and has not been obtained from the Discloser; or

in the case of information that must be disclosed by virtue of current legislation or by order of the authority or courts of justice.

ii. If the Information or any part of it is legally obtained by the Recipient from a third party or parties without breach of this agreement by the Recipient, demonstrating that the third party is a lawful source of Information.

iii. If the Information or any part of it was known by the Recipient before its disclosure by the Discloser, provided that the Recipient is able to prove said knowledge.

The Recipient acknowledges that no combination of features shall be included among the aforementioned exceptions merely because each of them is in the public domain or is in the possession of the Recipient. The Recipient will be responsible for demonstrating its rights with respect to any exception provided for in this clause.