

**TYPICAL CONTRACTUAL CLAUSES APPLICABLE TO THE CONTRACT FOR THE
PROVISION OF SERVICES BETWEEN MOBILE LEAVES CORP AND THE DATA
EXPORTER**

PRELIMINARY NOTE: These clauses apply even in the event that the manager does not forward this signed agreement. It is an adhesion agreement that is accepted by the exporter in the moment of contracting the services.

Regardless, it is signed by MOBILE LEAVES CORP and is available to the EXPORTER so that in turn he can sign and return it duly completed.

This document, together with the application of sufficient security measures by MOBILE LEAVES CORP as well as the implementation of technical and organizational measures derived from compliance with the GDPR are currently the highest degree of compliance possible, pending that by the corresponding EU bodies may dictate new standard measures applicable to the data exports to the United States of America.

As soon as these new rules are issued, they will become applicable, regardless of this agreement has been signed.

TYPE CONTRACTUAL CLAUSES ("MANAGERS OF THE TREATMENT")

For the purposes of Article 26 (2) of Directive 95/46 / EC for the transfer of personal data to Data managers established in third countries that do not guarantee adequate data protection.

Name of the data exporting entity:

Address:

Tel:

Email:

Other information necessary to identify the entity

(hereinafter referred to as the data exporter)

And

Name of the entity importing the data: MOBILE LEAVES CORP.

Address: 2711 Ceterville Road, Suit 400, Wilmington, Delaware (DE) 19808

Tel. 1 305 767 2924

email: privacy@uqr.me

(hereinafter referred to as the data importer)

each of them "the part"; jointly "the parties"

AGREE to the following contractual clauses (hereinafter, the "clauses") in order to offer guarantees sufficient with respect to the protection of privacy and the fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in the appendix 1.

Clause 1
Definitions

For the purposes of these clauses:

a) "personal data", "special categories of data", "processing", "controller", "manager of the processing", "data subject" and "supervisory authority" shall have the same meaning as in the Directive 95/46 / EC of the European Parliament and of the Council, of October 24, 1995, on the protection of natural persons with regard to the processing of personal data and the free circulation of these data (1);

b) "Data exporter" shall mean the person responsible for the processing that transfers the personal data;

c) "Data importer" means the person in charge of the treatment that he agrees to receive from the exporter personal data for further processing on his behalf, in accordance with his instructions and the terms of the clauses, and that it is not subject to the system of a third country by which the protection adequate within the meaning of Article 25 (1) of Directive 95/46 / EC;

(1) The parties may reproduce in this clause the definitions and meanings of Directive 95/46 / EC if they consider that this benefits the autonomy of the contract.

d) "Sub-person in charge of the treatment" shall mean any person in charge of the treatment contracted by the data importer or by any other sub-manager of the data importer who agrees to receive from the data importer, or of any other sub-manager of this, personal data exclusively for subsequent activities of processing to be carried out on behalf of the data exporter, in accordance with their instructions, the terms of the clauses and the terms of the contract that has been concluded in writing;

e) "applicable data protection legislation" shall mean the legislation that protects rights and freedoms fundamental rights of the people and, in particular, their right to private life regarding the processing of data personal, applicable to the controller in the Member State in which the exporter is established of data;

f) "technical and organizational security measures" shall mean those aimed at protecting personal data against their accidental or illicit destruction or accidental loss, alteration,

disclosure or access not authorized, especially when the treatment involves the transmission of data over networks, or any other illicit form of treatment.

Clause 2

Transfer details

The details of the transfer, in particular the special categories of personal data, are specified if it proceeds in Appendix 1, which is an integral part of these clauses.

Clause 3

Third-party beneficiary clause

1. Interested parties may require the data exporter to comply with this clause, letters b) to i) of clause 4, letters a) to e) and g) to j) of clause 5, paragraphs 1 and 2 of clause 6, clause 7, the section 2 of clause 8 and clauses 9 to 12, as third party beneficiaries.

2. Interested parties may require the data importer to comply with this clause, letters a) to e) and g) of clause 5, clause 6, clause 7, paragraph 2 of clause 8 and clauses 9 to 12, when the data exporter has de facto disappeared or legally ceased to exist, unless any successor entity has assumed all of the data exporter's legal obligations under contract or by operation of law and as a result of which assumes the rights and obligations of the exporter of data, in which case the interested parties may request them from said entity.

3. Interested parties may require the sub-manager of data processing to comply with this clause, letters a) to e) and g) of clause 5, clause 6, clause 7, paragraph 2 of clause 8 and clauses 9 to 12, in those cases in which both the data exporter and the data importer have de facto disappeared or have legally ceased to exist or are insolvent, unless any successor entity has assumed totality of the legal obligations of the data exporter under contract or by operation of law, to as a result of which it assumes the rights and obligations of the data exporter, in which case the interested parties may demand them from said entity. Said civil liability of the sub-manager of data processing will be limited to his own data processing operations in accordance with the clauses.

4. The parties do not object to the interested parties being represented by an association or other entities, if they expressly wish to do so and are permitted by national law.

Clause 4

Obligations of the data exporter

The Data Exporter agrees and warrants the following:

a) the processing of personal data, including the transfer itself, has been carried out and will continue to be carried out in accordance with the relevant rules of the applicable data protection legislation (and, if applicable, has notified to the appropriate authorities of the Member State of establishment of the data exporter) and does not violate the laws or regulations in force in that Member State;

b) has given the data importer, and will give during the provision of data processing services personal data, instructions for the processing of transferred personal data to be carried out exclusively on behalf of the data exporter and in accordance with data protection legislation applicable and with the clauses;

c) the data importer will offer sufficient guarantees regarding the security measures technical and organizational specified in appendix 2 of this contract;

d) has verified that, in accordance with the applicable data protection legislation, such measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, its alteration, disclosure or unauthorized access, especially when the treatment involves the transmission of the data over networks, or against any other illicit form of processing and that said measures guarantee a level appropriate to the risks involved in the treatment and the nature of the data that must be protect yourself, taking into account the state of the art and the cost of its application;

e) ensure that such measures are put into practice;

f) If the transfer includes special categories of data, the interested parties will have been informed, or they will be informed before that is made, or as soon as possible, that your data could be transferred to a third country that it does not provide adequate protection within the meaning of Directive 95/46 / EC;

g) will send the notification received from the data importer or from any sub-manager of data processing to the data protection control authority, in accordance with letter b) of clause 5 and section 3 of clause 8, should you decide to continue the transfer or lift the suspension;

h) will make available to interested parties, upon their request, a copy of the clauses, with the exception of the Appendix 2, and a summary description of the security measures, as well as a copy of any contract for data sub-processing services that must be carried out in accordance with the clauses, unless the clauses or the contract contain commercial information, in which case you may delete said information commercial;

i) that, in the event of sub-treatment, the treatment activity will be carried out in accordance with clause 11 by a sub-manager who will provide at least the same level of data protection personal and the rights of the interested parties that the data importer under these clauses; Y

j) which will ensure that letters a) to i) of clause 4 are put into practice.

Clause 5

Obligations of the data importer (1)

The data Importer agrees and warrants the following:

a) will process the personal data transferred only on behalf of the data exporter, in accordance with its instructions and clauses. In the event that he cannot meet these requirements for whatever reason, he will report it without delay to the data exporter, in which case the exporter will be empowered to suspend the transfer of the data or terminate the contract;

b) you have no reason to believe that the applicable legislation prevents you from complying with the instructions of the data exporter and its obligations under the contract and that, in the event of modification of the legislation that may have an impotent negative effect on the guarantees and obligations stipulated in the clauses, it will notify to the data exporter said change as soon as he becomes aware of it, in which case he will be empowered to suspend the transfer of the data or terminate the contract;

c) has implemented the technical and organizational security measures indicated in appendix 2 before carry out the processing of the personal data transferred;

(1) The obligations imposed by the national legislation applicable to the data importer that do not go beyond the necessary restrictions in a democratic society in accordance with the interests set out in Article 13 (1) of Directive 95/46 / EC, that is, if said obligations constitute a necessary measure for the safeguarding of the security of the State; the defense; public safety; the prevention, investigation, detection and prosecution of crimes or infractions of deontology in regulated professions; an interest economic or financial importance of the State or the protection of the interested party or the rights and freedoms of other persons, are not in contradiction with the standard contractual clauses. Some examples of obligations that do not go beyond the necessary restrictions in a democratic society include, among others, internationally recognized sanctions, notification obligations regarding tax or those imposed by the fight against money laundering.

d) promptly notify the data exporter of:

i) any legally binding request to disclose personal data submitted by an authority law enforcement officer unless prohibited, for example, by criminal law to preserve the confidentiality of an investigation carried out by one of these authorities,

ii) any accidental or unauthorized access,

iii) any unanswered request received directly from the interested parties, unless authorized;

e) will adequately handle all inquiries from the data exporter within the prescribed time periods related to the treatment that it performs of the personal data subject to transfer and will abide by the opinion of the supervisory authority regarding the treatment of the transferred data;

f) will offer, at the request of the data exporter, its data processing facilities so that the audit of the treatment activities covered by the clauses. This will be done by the exporter of data or by an inspection body, composed of independent members with the qualifications professionals required and subject to confidentiality, selected by the data exporter and, when corresponds, in accordance with the supervisory authority;

g) will make available to interested parties, upon their request, a copy of the clauses, or of any existing contract for the subtreatment of the data, unless the clauses or the contract contain commercial information, in which you can delete said commercial information, except for appendix 2 which will be replaced by a summary description of the security measures, in those cases in which the interested party does not you can get them directly from the data exporter;

h) that, in the event of data subtreatment, will have previously informed the data exporter and obtained your prior written consent;

i) that the treatment services by the sub-manager of the treatment will be carried out in accordance with the clause 11;

j) promptly send the data exporter a copy of any agreement with the sub-manager to conclude in accordance with the clauses.

Clause 6

Responsibility

1. The parties agree that the interested parties who have suffered damage as a result of the breach of the obligations mentioned in clause 3 or clause 11 by any party or sub-manager of the treatment will be entitled to receive compensation from the data exporter for the damage suffered.

2. In the event that the interested party cannot file a claim against the data exporter compensation referred to in section 1 for breach on the part of the data importer or its sub-manager of his obligations imposed in clause 3 or clause 11, for having de facto disappeared, ceased to legally exist or be insolvent, the data importer accepts that the interested party may sue him in the place of the data exporter, unless any successor entity has assumed all of the legal obligations of the data exporter by virtue of a contract or by operation of law, in which case the Interested parties may demand their rights from said entity.

The data importer may not rely on a breach of a sub-manager of the treatment of his obligations to shirk his own responsibilities.

3. In the event that the interested party cannot file against the data exporter or the data importer the claim referred to in sections 1 and 2, due to non-compliance by the sub-manager of the treatment of data of his obligations imposed in clause 3 or in clause 11, for having de facto

disappeared, ceased to both legally exist or be insolvent, both the data exporter and the data importer, the sub-manager of data processing accepts that the interested party may sue him regarding his own data processing operations under the clauses at the place of the data exporter or importer of data, unless any successor entity has assumed all of the legal obligations of the data exporter or data importer by virtue of contract or by operation of law, in which case the Interested parties may demand their rights from said entity. The responsibility of the sub-manager of the treatment will be limited to its own data processing operations in accordance with these clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that, if the interested party invokes the rights of a third party beneficiary or claims compensation for damages in accordance with the clauses, he will accept the decision of the interested party of:

a) submit the conflict to mediation by an independent person or, if appropriate, by the authority of control;

b) submit the dispute to the courts of the Member State of establishment of the data exporter.

2. The parties agree that the options of the interested party will not hinder the substantive rights of him or procedures to obtain reparation in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the control authority if so requires it or if the deposit is required by applicable data protection legislation.

2. The parties agree that the control authority is empowered to audit the importer, or any sub-manager, to the same extent and conditions in which he would do so with respect to the data exporter pursuant to the applicable data protection legislation.

3. The data importer shall inform the data exporter without delay in the event that the legislation applicable to him or any sub-managers does not allow the importer or sub-managers to audit, with according to section

2. In this case, the data importer will be authorized to adopt the measures provided for in letter b) of clause 5.

Clause 9

Applicable legislation

The clauses shall be governed by the legislation of the Member State of establishment of the data exporter.

Clause 10

Variation of the contract

The parties undertake not to vary or modify these clauses. This does not preclude the parties from adding clauses related to their businesses if necessary provided they do not contradict the clauses.

Clause 11

Data sub-processing

1. The data importer will not subcontract any of its processing operations carried out in name of the data exporter pursuant to the clauses without prior written consent of the data exporter data. If the data importer subcontracts its obligations pursuant to the clauses, with the consent of the data exporter, will do so exclusively by means of a written agreement with the sub-manager of the treatment of data, in which the same obligations are imposed on the data importer in accordance with the clauses (1). In cases where the sub-manager of data processing cannot fulfill its obligations to data protection pursuant to such a written agreement, the data importer will remain fully responsible to the data exporter for the fulfillment of the obligations of the sub-manager of the treatment of data pursuant to that agreement.
2. The prior written contract between the data importer and the upload manager will contain also a third-party beneficiary clause, as established in clause 3, for cases in which the interested party cannot file the claim for compensation referred to in section 1 of clause 6 against the data exporter or data importer for having de facto disappeared, legally ceased to exist or be insolvent, and no successor entity has assumed the full legal obligations of the exporter of data or data importer under contract or by ministry of law. Said civil liability of sub-manager of the treatment will be limited to its own data processing operations in accordance with the clauses
3. The provisions on aspects of data protection in the event of outsourcing operations procedures referred to in paragraph 1 shall be governed by the legislation of the Member State of establishment of the data exporter.

(1) This requirement can be satisfied if the sub-manager is a co-signatory of the contract agreed between the data exporter and the importer. data under this Decision.

4. The data exporter shall keep the list of the treatment agreements concluded in accordance with the clauses and notified by the data importer in accordance with letter j) of clause 5, a list that will update at least once a year. The list will be available to the data protection control authority of the data exporter.

Clause 12

Obligations once the provision of personal data processing services has been completed

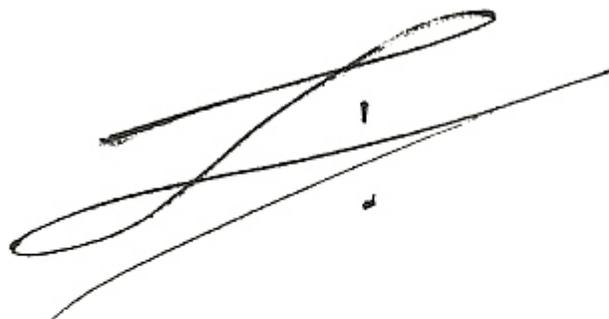
1. The parties agree that, once the provision of the data processing services has been completed personal data, the importer and the sub-manager must, at the exporter's discretion, or return all data transferred personnel and their copies, or destroy them completely and certify this circumstance to the exporter, to unless the legislation applicable to the importer prevents him from returning or destroying all or part of the data transferred personnel. In this case, the data importer guarantees that it will keep the personal data secret. transferred and that you will not subject them to treatment again.

2. The data importer and the sub-manager ensure that, at the request of the exporter or the control, will make its data processing facilities available so that the audit of the measures mentioned in section 1.

Which is signed by the IMPORTER in proof of acceptance

(seal of the entity)

Signature:

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Hernán Redín
President

The EXPORTER is bound by adhesion per click at the time of accepting the conditions of use of the services and the privacy policy of MOBILE LEAVES CORP (the IMPORTER)

In any case, the necessary space is provided so that the IMPORTER can send us his commitment signed:

Name and title:

Address:

Signature:

Appendix 1

To the standard contractual clauses

This appendix forms an integral part of the clauses and is signed by the parties.

Data exporter

The data exporter is an entity interested in being able to use the QR Code system developed by the IMPORTER,

Data importer

The data importer is a company dedicated to the development of QR code solutions for the company. The activity related to the transfer of data is limited only to being able to provide the service For the client company, which implies a possible storage of data by the users of the Customer QR codes (exported data).

Interested

The personal data transferred refers to the following categories of interested parties:
The personal data transferred refers to user data of the QR code service implemented by The client. (data exporter).

Data categories

The personal data transferred refers to the following categories of data
This is data identifying the user who activates the QR code through his mobile terminal, Therefore, identifying data can be obtained
The data obtained when a user performs a scan of a QR code can provide information Of a personal nature in the sense that all the information obtained by the analysis tools could Get to identify a user (terminal id, position, time and moment of the scan).
Regarding the contracting of the service and relationship with the client:
Name of the company, contact person, address, tax identification number, email address;
User and account data (name, email address);

Payment details (account details and / or credit card details);
Contract data (type of service, rate, term, contract history, payment history);
Content data entered by the clients / users themselves (QR codes, landing pages);
Usage data / metadata (server log, IP address, user agent, request parameters).

Special categories of data (if relevant)

The service is not intended to collect special categories of data

Treatment operations

The personal data transferred will be subjected to the following basic processing operations

Appendix 2

To the standard contractual clauses

This Appendix is an integral part of the clauses and must be completed and signed by the parties.

Description of the technical and organizational security measures implemented by the importer of data in accordance with letter d) of clause 4 and letter c) of clause 5 (or document or legislation attachments):

MOBILE LEAVES CORP has implemented the necessary measures to guarantee confidentiality, integrity and availability of the data provided by the EXPORTER. Management of data protection, data subject rights, privacy by design and data protection with respect to employees

Fundamental measures aimed at safeguarding the rights of the interested parties, immediate reaction in emergency situations, privacy by design and data protection requirements regarding employees:

There is an internal data protection management system, whose compliance is constantly monitored and evaluated on a case-by-case basis and at least every six months.

This internal system is in the process of continuous improvement and includes internal review and implementation procedures.

Among the procedures implemented are the following:

User management procedure: A procedure has been established that aims to detail the system to follow to register a user internal system (employees) Through this procedure, each employee is assigned with powers over the processing of personal data a username and password and their access permissions to applications that may contain personal data are managed. The procedure of user management includes a mapping of the information flow to which access is

had, so that it is described who can have access to the information, from which computers you can access and through which applications you can do so. The services contracted to AWS allow us to once, obtain a history of accesses and carry out follow-up and monitoring of the work carried out.

Procedure for the management of rights of interested parties: A procedure has been implemented that allows to manage in an agile and simple way any type of request of an interested party (the owner of the data) in accordance with the rights of access, rectification, deletion, opposition, limitation of treatment and portability within the period of one month set by the regulations.

Incident management procedure: A procedure has been developed to identify an incident of a security and power bankruptcy act before them, documenting the entire process. The procedure allows the assessment of the incident, so that its relevance. In the event that the relevance is significant, the security bankruptcy management mechanism is activated, informing the EXPORTER of data within a sufficient period to be able to communicate the events that have occurred to its Control Authority.

A policy of non-use of paper documentation is implemented that limits the risks derived from its possible use.

The data is hosted on servers of the sub-manager AMAZON WEB SERVICES, which has, among others, ISO certification in ISO27001 information security systems, which allows us to guarantee that the necessary technical measures are implemented to ensure the availability, integrity and confidentiality of the data. The technical details of the security measures implemented and accredited safety standards can be found later in this document.

An information procedure has been established for our employees that ensures that they know what their rights and obligations are in relation to GDPR

Our privacy policies have been defined so that we can offer transparent legal information to our clients and users, which are updated on our website.

A cookie consent management platform has been implemented for our website, so that their management is GDPR compliance.

Both our website and our servers include encryption systems.

We work with teams with permanently updated operating systems and with updated security measures, such as antivirus and control access to the equipment by username and password.

In that sense, indicate that the main treatment operations is (storage, encryption) are carried out by a sub-manager that meets the most recognized standards for security and regulatory compliance at nivuel worldwide, such as Amazon Web Services.

The contracted services and technical measures implemented are the following:

AWS security and compliance data

Services contracted by Mobile Leaves Corp:

- ✓EC2
- ✓RDS in process of change to S3
- ✓ROUTE 53
- ✓S3
- ✓Cloud Trail

Characteristics of each service:

- ✓EC2 | <https://aws.amazon.com/es/ec2/features/>
- ✓RDS | <https://aws.amazon.com/en/rds/features/security/>
- ✓ROUTE 53 | <https://aws.amazon.com/en/route53/features/>
- ✓S3 | <https://aws.amazon.com/es/s3/features/>
- ✓CLOUD TRAIL | <https://aws.amazon.com/es/cloudtrail/#:~:text=AWS%20CloudTrail%20es%20un%20servicio,toa%20su%20infraestructura%20de%20AWS.>

MAIN CERTIFICATIONS IN GLOBAL STANDARDS IN SAFETY AND COMPLIANCE AND THAT APPLY TO THE SERVICES CONTRACTED BY MOBILE LEAVES CORP AT A GLOBAL LEVEL

GLOBAL LEVEL

aws.com/es/compliance/programs/

Global

 <p>CSA Controles de la alianza de seguridad en la nube</p>	 <p>ISO 9001 Estándar de calidad internacional</p>	 <p>ISO 27001 Controles de administración de seguridad</p>	 <p>ISO 27017 Controles específicos de la nube</p>	 <p>ISO 27018 Protección de datos personales</p>
 <p>Nivel 1 de PCI</p>	 <p>SOC 1 Informe de controles</p>	 <p>SOC 2 Informe de</p>	 <p>SOC 3 Informe de controles</p>	

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Europa, Medio Oriente y África

 <p>ASIP HDS Protección de datos personales sanitarios en Francia</p>	 <p>C5 Acreditación de seguridad operativa de Alemania</p>	 <p>CISPE Coalición de proveedores de servicios de infraestructura en la nube de Europa</p>	 <p>Cyber Essentials Plus Protección contra las ciberamenazas en el Reino Unido</p>	 <p>ENS alto Normas del gobierno de España</p>
 <p>TISAX Estándar del sector automovilístico</p>				

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 CJIS Criminal Justice Information Services	 DoD SRG Datos del DoD Procesamiento	 FedRAMP Normas de datos gubernamentales	 FERPA Ley de privacidad en la educación	 FIPS Normas de seguridad gubernamentales
 FISMA Administración de la seguridad de la información federal	 GxP Directivas y reglamentos sobre la calidad	 HIPAA Información sanitaria protegida	 HITRUST CSF Certified Marco de seguridad común de Health Information Trust	 ITAR Reglamento internacional sobre el tráfico de armas

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26/11/2020