

### CLIENT

Name and Surname	
ID Card No.	
Address	
Post Code, City	
E-mail	
Credit card data	( those included in the platform by the client )

### THE OWNER OF THE WEBSITE [www.selfemployedspain.com](http://www.selfemployedspain.com)

Business name	E-autónomos Portal Web, S.L. (hereinafter the SERVICE PROVIDER)	<b>SUPPORT EMAIL</b> <a href="mailto:help@selfemployedspain.com">help@selfemployedspain.com</a>
TIN	B93079671	
Postal address	C/ Estados Unidos s/n, Urb. Balcón de Añoretas, 27. 29738 Rincón de la Victoria (Málaga)	

### THE SERVICE PROVIDER undertakes to provide the following services:

Tax Agency and National Insurance registration (2 or more activities).
Provides an online platform for the creation of quotes and invoices
Expenses control, accounting check and annual summaries (see second clause)
Quarterly tax return filings
Tax forecasting always up to date and in real time
Accounting Books (in English and Spanish)
Tax and accounting advice (unlimited)
Form 036 changes

### THE CLIENT accepts the following prices for the service:

The monthly price is € 90.00 per month plus VAT.
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Both parties know and accept the conditions of this service contract attached to the same document.

CLIENT'S SIGNATURE

THE SERVICE PROVIDER



In Málaga on XX of XX 2022(\*)

**Juan Carlos López (Legal representative)**

(\*) To be able to initiate the procedures for registration in the Tax Agency and/or Social Security, as well as to configure the platform for its use, **it is essential** to send this document signed digitally or by hand in all its pages, and send it to [help@selfemployedspain.com](mailto:help@selfemployedspain.com).

# GENERAL TERMS AND CONDITIONS

## REPRESENTATION

The former is acting for and on their own behalf, (from now on, the "CLIENT").

And the latter in his capacity as the legal representative of E-AUTÓNOMOS PORTAL WEB, S.L. (from now on the "SERVICE PROVIDER"), with TIN B93079671 and registered office in C/ Estados Unidos s/n, Urb. Balcón de Añoretas, 27, 29738 Rincón de la Victoria (Málaga), incorporated before the Notary of Malaga, Ms Carmen Casasola Gómez-Aguado, on 28 July 2010 with the number 1,689 of her protocol files and duly registered at the Companies Registry of Malaga in Volume 4,793, Book 3,701, Folio 45, Sheet number MA-106265. He is thus authorised through a deed executed in his favour on 9 March 2017 before the Notary of Malaga, Mr Luis M.ª Carreño Montejo, with the number 907 of his protocol files and states he still holds such powers.

Both parties mutually recognise they have the necessary and sufficient legal capacity to enter into this Contract as they are acting and mutually state the following,

## RECITALS

I. WHEREAS, the "SERVICE PROVIDER" provides its management services specialising in tax and accountancy management, as set forth in Clause 1, for and on behalf of third parties and through the Internet pursuant to general legislation and particularly in accordance with Act 34/2002 of 11 July of Information Society Services and E-Commerce.

II. WHEREAS, the "CLIENT" is interested in having access to the management services provided by the "SERVICE PROVIDER" and has had full knowledge of all the information set forth in prevailing legislation to govern this legal transaction prior to this act.

III. WHEREAS, the "CLIENT" in particular has received clear, understandable and unambiguous information about the formalities for entering into this agreement, along with a file from the "SERVICE PROVIDER" including all the –physical or electronic documents which comprise the Contract.

IV. WHEREAS, similarly and also prior to this act of entering into the legal transaction, the "CLIENT" has had at his disposal the terms and conditions for the delivery of the service that is the purpose of this Contract and the possibility of storing them and reproducing them.

V. WHEREAS, for the purpose of this Contract and in addition to the address indicated by the parties, the "SERVICE PROVIDER" also designates the following e-mail address for communications with the "CLIENT": [help@selfemployedspain.com](mailto:help@selfemployedspain.com), and the "CLIENT" provides for reciprocal effects the ones appearing on the first page of the contract.

The aforementioned "CLIENT" data shall constitute the usual basic channel of communication. If for subsequent operational reasons it is necessary to change the aforementioned e-mail addresses, express unequivocal notice thereof shall be given to the other party, and the same shall also be done should any new e-mail addresses replace or be added to the ones indicated above.

And the parties agree to the set forth the following:

## CLAUSES

### FIRST.- PURPOSE OF THE CONTRACT

The "SERVICE PROVIDER" shall provide for and on behalf of the "CLIENT" the services of tax and accountancy management in the way set forth in "Appendix I" of this Contract. The "CLIENT" who contracts the services of the "SERVICE PROVIDER" undertakes to pay for the services and to fulfil the other obligations set forth herein during the time the Contract remains in force.

### SECOND.- SERVICES TO BE PROVIDED BY THE "SERVICE PROVIDER"

**Accountancy Consultancy Services** (available in English and Spanish):

- Income and sales book (output VAT).
- Purchases and expenses book (input VAT).
- Capital goods book (fixed asset control).

**Tax Consultancy Services (\*)**:

- Preparation and settlement of quarterly personal income tax returns (professional withholdings - Form 111).
- Preparation and settlement of quarterly VAT returns (Form 303).
- Preparation and settlement of quarterly personal income tax returns for rentals (Form 115).
- Preparation and settlement of quarterly intra-community acquisition returns (Form 349).
- Preparation and settlement of quarterly personal income tax returns for directly estimated economic activities (Form 130).

\* The annual tax models 180, 190, 390 and 347 will have a discount in proportion to the months during which the "CLIENT" has hired the PROFESSIONAL plan.

**Labor Advisory Services** (Social Security related):

- Procedures for registration and deregistration in Social Security (RETA – Special Regime for Self-Employed Workers).
- If you take over us as your authorized RED for Social Security, we will send you the communications that Social Security makes to you.
- We do not include employment advice or related to benefits or aims, or any other type of procedure than those listed in the previous points.

### THIRD.- PRICES

As consideration for the services of the "SERVICE PROVIDER", and when the "CLIENT" has the status of self-employed worker under direct estimation, a monthly price is established for the accounting and tax services of **NINETY EUROS (90.00 €)**,

**VAT not included**, per complete month, that will be paid **by charge in the credit card** informed by the client in the platform.

In case that the "CLIENT", for whatever reason, needs additional services to those listed in the previous Clause, the "SERVICE PROVIDER" will prepare a specific budget that must be approved and paid by the "CLIENT" with character prior to its provision (for example, tax procedures related to IRNR - Tax on Non-Resident Income-).

## FOURTH.- PRICE REVIEWS

### 1. Due to a rise in the CPI

The "SERVICE PROVIDER" will maintain the prices under which the contract has been made up to December 31 of each year. As of January 1 of each new year, the "SERVICE PROVIDER" may revise the prices of services upwards in an amount equal to the increase experienced by the General Consumer Price Index (CPI), the National General Set, corresponding to the previous twelve months published by the National Institute of Statistics or the body that replaces it.

### 2. Due to the "CLIENT'S" new obligations

For those exceptional cases in which, as a consequence of legislative changes, the "CLIENT" has to assume new accounting or formal obligations that increase the tax or accounting management service, the "SERVICE PROVIDER" reserves the right to modify the prices of the services contracted by the "CLIENT", above the increase experienced in the CPI.

### 3. Due to a variation in the service's costs

Likewise, the "SERVICE PROVIDER" reserves the same right to modify prices in case of substantial variation of the service costs.

In the event of revision of prices for new obligations of the customer or variation of the service costs, the "SERVICE PROVIDER" will notify the "CLIENT" by e-mail the proposal of the new prices, which may accept or terminate this service contract in accordance with the provisions of Clause Ninth, third paragraph.

## FIFTH.- INVOICING AND PAYMENT METHOD.

### 1. Moment of payment

Both parties agree that the payment of the contracted services will be made by credit card charge **between the 5th and the 10th of each month**. These receipts will be charged to the credit card whose data has been included by the "CLIENT" in the My Account section of his user, on the platform [www.selfemployedspain.com](http://www.selfemployedspain.com). The receipt of the Monthly Fee for the first month will be charged upon signing the contract, and between the 5th and 10th of the following months, the receipt for the current month will be charged.

### 2. Failed card payments

In the event of an unsuccessful attempt to collect a receipt by credit card, the "SERVICE PROVIDER" will notify the CUSTOMER by email of the impossibility of collecting the receipt by card to request payment by transfer, the value of the Monthly Fee plus the expenses incurred.

In any case, seven (7) days after the communication of the impossibility of payment by card of the receipt without it having been paid, the contract may be resolved, in the manner and producing the effects established in Clause Ninth, section four, of this Contract.

### 3. Invoice

At the same moment of receipt of the receipt by credit card, the "SERVICE PROVIDER" will make available to the "CLIENT" the invoice corresponding to the period accrued in its platform, Accounting / Expenses section. With the signing of this contract, the "CLIENT" gives express consent for the "SERVICE PROVIDER" to issue an electronic invoice and make it available in the section of the platform indicated above (in compliance with Article 9.2 Billing Reg. RD 1619/2012).

## SIXTH.- MEANS OF CONTRACTING

The contracting of the service can be done in the following ways, once the "CLIENT" receives the contract in PDF format:

1. Print the contract on paper, sign it (in all its sheets), keep a copy and send the other scanned to the email [help@selfemployedspain.com](mailto:help@selfemployedspain.com).
2. Digitally sign the PDF received and send it to the email [help@selfemployedspain.com](mailto:help@selfemployedspain.com).

Once we receive the contract duly signed, you will be "CLIENT" of SelfEmployed Spain. Such hiring implies that the "CLIENT" gives his express authorization to the "SERVICE PROVIDER" so that, in his name, he / she carries out the telematic presentation before the competent Institutions that may take place, for the formal fulfillment of his fiscal obligations.

## SEVENTH.- CONTRACT DURATION

The duration of this contract will be one year from the contracting of the same, being able to rescind at any moment by previous notification with thirty calendar days in advance, as it establishes clause ninth, section second. The contract can be extendable tacitly by calendar years, if neither party denounces it in writing.

According to the above, the contract will last from date to date, from the day of contracting until the same day of the following year or the following ones, if it is extended.

CLIENT'S SIGNATURE

BY SELFEMPLOYED,

[Signature area for CLIENT'S SIGNATURE]

[Signature of SELFEMPLOYED]

## EIGHTH.- OBLIGATIONS OF THE PARTIES

The "SERVICE PROVIDER", in its capacity as borrower of the service, will have the following specific obligations:

- 1) Appoint staff with sufficient technical training, academic qualifications and administrative requirements that are required for the performance of the tasks of Management and Advice provided in this contract.
- 2) The "SERVICE PROVIDER" will be responsible for all the procedures carried out by its work team, always starting from the information included in the platform by the "CLIENT", and up to the total amount invoiced from the beginning of the contractual relationship, without including VAT.

For its part, the "CLIENT" is specifically bound to:

- 1) Send the information and documentation to the "SERVICE PROVIDER", and correctly complete the personal data in the My Account tab of the platform.
- 2) Assume the veracity and adequacy to the reality of the information and documentation that refers to the "SERVICE PROVIDER".
- 3) To make the monthly payments in the agreed way.

## NINTH.- TERMINATION

### 1. Termination by mutual agreement

The contracting parties may terminate this agreement by mutual agreement at any time without it leading to a penalty for either party.

### 2. Unilateral termination by either party

#### With prior notice

This Contract may be terminated by giving thirty days' prior notice thereof by registered letter with acknowledgement of receipt, facsimile service between public bureaux (known as burofax in Spanish) or e-mail with acknowledgement of receipt.

#### Due to a breach by the other party

Either of the parties may automatically terminate this Contract should the other party breach any stipulation contained herein.

### 3. Unilateral termination by the "CLIENT"

#### Price changes

In case that the "SERVICE PROVIDER" modifies the prices for any of the causes contained in the third section of the fourth clause, the "CLIENT" shall have the right to unilaterally terminate the contract for not being in agreement with said prices and without any penalty whatsoever.

#### Due to change of service plan

When the "CLIENT" decides to change from the professional plan to a more economical plan, he must communicate his decision by email with a notice of thirty calendar days.

### 4. Unilateral termination by the "SERVICE PROVIDER"

The unilateral termination by the "SERVICE PROVIDER" will not entail any penalty in case of non-payment. In this case, if after seven (7) days from the notification of the impossibility of payment by card of the receipt without it having been paid, the "SERVICE PROVIDER" shall have the right to terminate the Contract unilaterally. This resolution will produce effects from the first day of the month whose receipt has been unpaid.

In this case the "SERVICE PROVIDER" will not have the obligation to finalise the accounting for the quarter in which the termination occurred, nor will it be obliged to provide the fiscal services whose filing date expire after the termination date, although said declarations refer to periods posted on the "SERVICE PROVIDER" platform.

### 5. Obligation, on the part of the "CLIENT", to conserve data and accounting information after completing the contractual relationship with the SERVICE PROVIDER.

Once the contractual relationship between the "CLIENT" and the "SERVICE PROVIDER" (either due to the expiration date of the contract or resolution), the "CLIENT" will have **one month** to download all the accounting information included in the platform from the beginning of its use until the end date of the contract. After that month, all the information will be removed from our databases, and the "CLIENT" will be obliged to keep this information based on the legal deadlines in accounting and tax matters, which depending on the type of document may vary between a minimum of 4 years and a maximum of 10 years.

As a guide, the "CLIENT" must download the following documentation from the platform (preferably in Spanish before possible Tax Agency's verifications):

1. Books of income of all the exercises (in xls format and PDF).
2. Income invoices and simplified income invoices for all the years.
3. Expense books for all the exercises (in xls and PDF format).
4. Investment property books of all the exercises (in PDF format), along with the PDF of each investment asset where the amortization tables appear.
5. Information from the Fiscal / Forecast of form 347 section, for the presentation of form 347 of the last fiscal year.

Only in the case that the "CLIENT" communicates his intention to restart his contractual relationship with the "SERVICE PROVIDER", we will keep all the accounting information on our servers for 1 year from the date of termination of the contract. If after that year there has been no restart of the contractual relationship, the "CLIENT" will be granted a period of one month to download all the accounting information before final deletion of our databases.

## TENTH.- TRUTHFULNESS OF THE DATA

The "CLIENT" states s/he is liable for all the data entered by him/her in the "SERVICE PROVIDER's" application or provided to it and that said data corresponds exactly to all the data that appears on the business's business and legal documents in writing. The "SERVICE PROVIDER" is not responsible for the legal documents delivered, resulting from the processing of the recorded data, not faithfully reflect the reality of the

client's business, if said data were not entered truthfully, nor of the damages or losses that for this reason could be produced for the "CLIENT".

Nonetheless, the "SERVICE PROVIDER's" advisors shall inform the "CLIENT" should they detect any data which seems erroneous or incorrect to them according to the rules of accounting coherence, so said data may be corrected and recorded again by the "CLIENT".

## ELEVENTH.- PRIVACY POLICY

### 1. Privacy policy

The signing of this contract implies having carefully read the documents "Legal Notice" and "Privacy Policy / Clients" having previously accepted the latter.

We process personal information in accordance with our Privacy Policy, which you can access in the corresponding section of our website. The use of the Web implies your consent with respect to said processing and the guarantee of veracity and accuracy in relation to the data you have entered.

### 2. Data protection

For what purpose will we process your personal data? Your personal data will be used for the purpose of maintaining relationships of any kind with our customers as a result of the contractual relationship we maintain, especially the one related to economic, administrative and fiscal management, quality, and personalized attention necessary to comply with said contractual relationship.

How long will we keep your personal information? Your personal data will be kept for the duration of the established relationship and once it is finalized, it will be kept based on the legal terms of conservation in economic and tax matters, which based on the type of document can range from a minimum of 4 years to a maximum of 10 years.

What is the legitimacy for the treatment of your personal data? The identification and contact data necessary for the development of the contractual activity established with customers, whose purpose is to establish relationships of any kind with them in order to give content to that relationship and especially to the obligations of billing, collections and payments, accounting and taxation are based on the legitimate interest of the person responsible in accordance with art. 6.1 f) of the RGPD and to art.19 of the LOPD Project.

As a consequence of the contractual relationship established with the clients, the person in charge has legal obligations in economic and fiscal matters derived from the following main regulation and that have an impact on the conservation periods:

Commercial Code of 1885

Corporation Tax Law (RDL 4/2004, of March 5) art.133.1

Tax rules

General Tax Law 58/2003

Article 24 of the RD Leg. 1/2011 of July 1, approving the revised text of the Law on Audit of Accounts

Royal Decree 1514/2007, of November 16, which approves the General Accounting Plan

Is there an obligation to provide this personal information? Yes (Contract requirement)

What are the consequences of not doing it? Impossibility to provide the requested service.

Will we give up your personal information? Yes, in the following cases and in relation to the following recipients or categories of recipients:

- By legal obligation: to the TAX ADMINISTRATION for compliance with tax obligations.
- Necessary transfer to BANKS, SAVINGS BOXES AND RURAL BOXES for the collection of services provided by credit card.

We inform you that, in case of non-payment of the services provided, the "SERVICE PROVIDER" reserves the right to transfer your data to a collection management company contracted by it for the purpose of performing as many actions and legal or extrajudicial proceedings that are necessary to get the collection of receipts and amounts unpaid by the "CLIENT".

What rights do you have when you provide us with your personal information?

Right of **Access**: You have the right to know if your data is being processed and to receive that information in writing through the means requested.

Right of **Rectification**: You have the right to request the rectification of your data if these were inaccurate or incomplete.

You have the right to request the **deletion** of your data, however, you should take into account that the right of suppression is limited when there is a legal obligation to retain or block your data.

In certain circumstances, the interested parties may request the **limitation of the processing** of their data, in which case we will only keep them for the exercise or defence of claims, the protection of third parties or for reasons of important public interest.

In certain circumstances and for reasons related to your particular situation, you may **object to the processing** of your data. The responsible will stop processing the data, except for compelling legitimate reasons, or the exercise or defence of possible claims.

CLIENT'S SIGNATURE

BY SELFEMPLOYED,



When the processing of your data is based on consent or is necessary for the execution of a contract or pre-contract and is carried out by automated means, you will be entitled to the **portability of your data**, that is, to be delivered in a structured format, of common use and mechanical reading, even to send them to a new manager, whenever technically possible.

Any interested party may submit a claim to the Control Authority competent in the field of Data Protection, especially when they have not obtained satisfaction in the exercise of their rights and the way to contact them would be to send a letter to the Spanish Agency for the Protection of Personal Data in C/ Jorge Juan nº 6, 28001 Madrid or through its electronic headquarters in [www.agpd.es](http://www.agpd.es). The models for requesting the exercise of your rights can be found in the section of Privacy Policies / Rights of our website, you can also request them in writing to the address of the person in charge and you can even obtain them in the electronic headquarters of the Control Authority in [www.agpd.es](http://www.agpd.es) and must be sent to the postal or electronic address of the person in charge.

#### **TWELFTH.- PARTIAL VALIDITY OF THE CONTRACT**

Pursuant to Article 10 of Act 7/1998 of 13 April on General Contracting Terms and Conditions, should any of the preceding general terms and conditions be deemed null and void, its lack of legal effectiveness or practical unenforceability shall not affect the full validity and effectiveness of the remaining general terms and conditions contained herein.

#### **THIRTEENTH.- GOVERNING LAW**

These terms and conditions are governed according to Spanish Law and in particular by Act 7/1998 of 13 April on General Contracting Terms and Conditions and Act 34/2002 of 11 July on Information Society Services and E-Commerce.

#### **FOURTEENTH.- LEGAL JURISDICTION**

Both parties waive any jurisdiction to which they may be entitled and submit themselves to the jurisdiction of the courts and tribunals of the city of Malaga for any disputes which may arise concerning the interpretation and fulfilment of these General Contracting Terms and Conditions.

#### **FIFTEENTH.- SIGNATURES**

IN WITNESS WHEREOF, the Parties have hereunto set their hand at the place and on the date first mentioned above. A handwritten signature may be replaced by a digital signature.

#### **APPENDIX I OPERATION OF THE SERVICE**

##### **The [www.selfemployedspain.com](http://www.selfemployedspain.com) platform**

The [www.selfemployedspain.com](http://www.selfemployedspain.com) platform is a safe and private area which the "SERVICE PROVIDER" makes available to the "CLIENT". Through it, the "CLIENT" can enter the data of his company, communicate with the "SERVICE PROVIDER" to receive advice and access the data of his activity (accounting and tax information).

##### **Minimum computer capacity needed**

Data may be entered and received at any time, any day and from any computer with an Internet connection that is able to use the following programs:

- Standard browser (Explorer, Firefox, Chrome) with Internet access.
- Adobe Acrobat Reader

The computer should also have access to e-mail and have a minimum screen resolution of 1024 x 768.

##### **Password**

The "CLIENT" shall be entitled to have a personal, non-transferable password which allows free access to the [www.selfemployedspain.com](http://www.selfemployedspain.com) platform via the Internet and to all the contracted services available through subscription.

The "CLIENT" undertakes not to disclose this personal password to third parties under no circumstances whatsoever.

##### **Accountancy and Tax Management Service**

This service shall be governed by the following terms and conditions of operation:

##### **1. Data entry by the "CLIENT"**

The "CLIENT" should enter all the economic data of their activity through the [www.selfemployedspain.com](http://www.selfemployedspain.com) platform and access to the private user area. To do so, s/he will have an option and help menu available.

During the final months of each quarter (January, April, July and October), the "SERVICE PROVIDER" shall only take into account the economic data entered by the "CLIENT" between the first (1st) day of the quarter and the seven (8) days following its end to calculate the "CLIENT's" tax obligations, provided the official date of the document falls within the quarter.

##### **2. Access to data by the "CLIENT"**

The "CLIENT" shall automatically have access to their income, expenses and capital goods books (in English and Spanish) and to their tax forecast from the moment the economic data of their activity is entered into the platform. This economic data shall be checked by the "SERVICE PROVIDER's" advisors, who shall create accounting incidents which must be resolved by the "CLIENT", where they detect any manifest inconsistencies or errors.

##### **3. Accountancy and tax consultancy**

The "SERVICE PROVIDER" Advisor is a professional expert in accounting and taxation, which the "SERVICE PROVIDER" makes available to the "CLIENT", to resolve any doubts he may have regarding his activity.

Each "CLIENT" will be assigned an advisor that can be consulted in the section Home of their private zone, from whom they can request advice by e-mail.

#### **4. Preparation of tax returns and settlements**

The "SERVICE PROVIDER" shall prepare all the financial statements and tax documents required by legislation to keep up to date with the Tax Agency, as well as advise the "CLIENT" on the taxes s/he is obliged to pay and the time limits for settling them.

#### **5. Notification to "CLIENT" of electronic filing of tax returns and/or obligations**

In all cases in which the "SERVICE PROVIDER" must make the electronic filing of declarations and / or tax obligations on behalf of the "CLIENT", the assigned Web Advisor will contact the "CLIENT" by email notification, to instruct him to review the Tax Indicators to which the "CLIENT" has access in the User's Home tab, being able to check the quarterly result of each tax model (**positive TO PAY, negative TO COMPENSATE OR RETURN**).

All quarterly settlements, regardless of the result, **will be filed on the 15th day** of the months of January, April, July and October. More specifically the returns involving payment shall be filed using the bank direct debit system, for which the client must have liquidity in the account reflected in the My Account tab of your platform. Any other filing, deferral or payment system using the NRC (Spanish abbreviation for Complete Reference Code) shall involve an additional service which the "CLIENT" shall have to request before the 10th day of the month following the end of the quarter and a quote thereof shall be prepared by the "SERVICE PROVIDER".

In this regard, the "CLIENT" shall be responsible for accessing the e-mail account indicated on the first page of the Contract to check the e-mails received from the "SERVICE PROVIDER", particularly ten days before a tax obligation's due date.

#### **6. Acceptance or rectification of the proposal by the "CLIENT"**

The "SERVICE PROVIDER" shall submit through the corresponding telematic system, on behalf of the "CLIENT", all those informative, declarative and liquidating tax declarations related to this contract and of which the "CLIENT" is taxpayer.

#### **7. Sending tax documents to the "CLIENT"**

The fiscal documents prepared by the "SERVICE PROVIDER" that cannot be filed electronically, will be sent by email to the "CLIENT" so that he can print them and present them where appropriate.

#### **8. Non-inclusion of face-to-face service**

The services set out in these general terms and conditions do not include any face-to-face service or which involves the personal intervention and visit of an advisor (such as, for instance, accompanying the "CLIENT" to perform a task or formality). All the services shall be offered electronically, using the e-mail and the website as a means of communication with the "CLIENT".

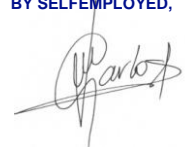
#### **APPENDIX II DOCUMENTS NEEDED TO ACTIVATE THE ACCOUNTANCY AND TAX MANAGEMENT SERVICE**

- Copy of the income and sales book, the expenses and purchases book, and the capital goods book from the first day of the current financial year.
- Copy of the list of supplier and client balances (if Form 347 has to be filed in the current year).
- Copy of the preceding year's annual summaries filed at the Tax Agency (Forms 190, 180 and 390).
- Copy of the annual third-party transactions return (Form 347).
- Copy of the quarterly tax returns filed during the year from the first day of the current year (Forms 303, 111, 115, 130 and 349).
- Copy of Form 036 on the initiation of activity and any subsequent ones filed due to any census changes notified to the Tax Agency or, failing that, a certificate issued by the Tax Agency on economic activity registration/deregistration.
- Copy of ID card (both sides).

CLIENT'S SIGNATURE

BY SELFEMPLOYED,

[Signature area]



## APPENDIX III

### CONTRACT OF TREATMENT MANAGER

In Málaga, on XX of XXXXXXXXXXXX 2022.

Meeting of one party, **Name and surname of the client**, as responsible for the treatment, with ID XXXXXXXXXXX and fiscal domicile located in XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, henceforth RESPONSIBLE.

And on the other hand, E-AUTÓNOMOS PORTAL WEB, S.L. (company that owns the website www.selfemployedspain.com), as the person in charge of the treatment, with TIN: B93079671, and address in C / Estados Unidos s / n, Urb. Balcón de Añoretas, 27, 29738 Rincón de la Victoria (Málaga), hereinafter PERSON IN CHARGE.

Both parties mutually recognize the legal capacity necessary to sign this contract to provide services with access to personal data and

#### RECITALS

1. That **Name and surname of the client** is responsible for the processing of personal data object of this contract in accordance with the regulations in force in protection of personal data, Regulation (EU) 2016/679 of April 27, 2016 (GDPR).
2. That the RESPONSIBLE has hired the services of E-AUTÓNOMOS PORTAL WEB, S.L. (company that owns the website www.selfemployedspain.com), consisting of: Initial Registration: registration in the Tax Agency and Social Security. Control of expenses, accounting check. Submission of quarterly taxes. Billing and quotes tool. Accounting and tax advice.
3. That, for the fulfillment of said services, the PERSON IN CHARGE finds it necessary to access and process personal data which are responsibility of the RESPONSIBLE.
4. That in compliance with the provisions of article 28 of the GDPR, the PERSON IN CHARGE offers sufficient guarantees to implement appropriate technical and organizational policies to apply the security measures established by current legislation and protect the rights of the interested parties, for which both parties agree sign the present contract subject to the following

#### INSTRUCTIONS FOR DATA PROCESSING

##### 1. Object, nature and purpose of the processing

The data processing will consist of: Providing the services described in Exhibit 2 for which the registration on the platform of personal data of third parties could be necessary. These data is responsibility of the RESPONSIBLE. The processing operations authorized will be strictly necessary to achieve the purpose of the processing, will be the collection and registration of such data on the platform, storage, use or treatment necessary to provide the contracted service, possible data transfers for compliance of the fiscal obligations, the limitation of the treatment when it is mandatory and when necessary the suppression or destruction of the data.

##### 2. Type of personal data and category of interested parties

The personal data to which the PERSON IN CHARGE will have access correspond to the categories of interested parties of customers and suppliers that are included in the files and treatments, which the RESPONSIBLE makes available in order to offer him the contracted service informing him that the necessary security measures must be applied to them in accordance with article 32 of the RGPD.

##### 3. Obligations and rights of the RESPONSIBLE

The RESPONSIBLE guarantees that the data provided to the PERSON IN CHARGE have been obtained lawfully and that they are adequate, pertinent and limited for the purposes of the treatment. The RESPONSIBLE shall make available to the PERSON IN CHARGE any information necessary to execute the services object of the assignment. The RESPONSIBLE warns the PERSON IN CHARGE that, if he determines the purposes and means of the treatment on his own, he will be considered responsible for the treatment and will be subject to comply with the provisions of the applicable regulations as such.

##### 4. Obligations and rights of the PERSON IN CHARGE

The PERSON IN CHARGE is obliged to respect all the obligations that may correspond to him as responsible for the treatment in accordance with the provisions of current legislation and any other provision or regulation that is equally applicable. The PERSON IN CHARGE shall not assign, apply or use the data to which he has access for a purpose other than that of the present assignment or which implies the breach of this contract. The PERSON IN CHARGE shall make available to the RESPONSIBLE the information necessary to demonstrate compliance with the contract, allowing the inspections and audits necessary to evaluate the treatment. If the PERSON IN CHARGE considers that any of the instructions violates the RGPD or any other data protection provision of the Union or of the Member States, the PERSON IN CHARGE shall immediately inform the responsible party.

##### 5. Authorized personnel to carry out the treatment

The PERSON IN CHARGE guarantees that the personnel authorized to carry out the treatment have expressly and in writing committed to respect the confidentiality of the data or that they are subject to a legal obligation of confidentiality of a statutory nature. The PERSON IN CHARGE will take measures to ensure that any person acting under his authority and having access to personal data can only treat them following the instructions of the RESPONSIBLE or be obliged to do so under current legislation. The PERSON IN CHARGE guarantees that the personnel authorized to carry out the treatment have received the necessary training to ensure that the protection of personal data will not be jeopardized. The PERSON IN CHARGE shall keep at the disposal of the RESPONSIBLE the documentation proving compliance with the obligation established in this section.

## 6. Security measures

The PERSON IN CHARGE claims to be up to date with regard to the obligations arising from the data protection regulations, especially with regard to the implementation of security measures for the different categories of data and treatment established in Article 32 of the RGPD. The PERSON IN CHARGE guarantees that these security measures will be properly implemented and will cooperate with the RESPONSIBLE to guarantee compliance. The RESPONSIBLE will carry out an analysis of the possible risks derived from the treatment to determine the appropriate security measures to guarantee the security of the information processed and the rights of the interested parties and, if it determines that there are risks, will transfer to the PERSON IN CHARGE a report with the evaluation of impact so that it proceeds to the implementation of adequate measures to avoid or mitigate them. The PERSON IN CHARGE, meanwhile, must analyze the possible risks and other circumstances that may affect the security attributable to it, and must inform, if any, the RESPONSIBLE to evaluate its impact. In any case, the PERSON IN CHARGE guarantees that the following data protection measures will be implemented, taking into account the state of the art, the costs of application and the nature, scope, context and purposes of the treatment:

- Pseudonymization and encryption of personal data.
- Guarantee permanent confidentiality, integrity, availability and resilience of treatment systems and services.
- Restore availability and access to data quickly in case of physical or technical incident.
- Procedures for regular verification, evaluation and assessment of the effectiveness of technical and organizational measures to ensure the safety of treatment.

## 7. Security breach

The security breaches known to the PERSON IN CHARGE must be notified, without undue delay and within a maximum of 24 hours, to the RESPONSIBLE for its knowledge and application of measures to remedy and mitigate the effects caused. Notification will not be necessary when it is unlikely to pose a risk to the rights and freedoms of individuals.

The notification of a security breach must contain, as a minimum, the following information:

- Description of the nature of the breach.
- Categories and the approximate number of affected users.
- Categories and the approximate number of data records affected.
- Possible consequences.
- Measures adopted or proposed to remedy or mitigate the effects.
- Contact information where more information can be obtained (DPO, responsible for security, etc.).

When the security breach has occurred under the responsibility of the PERSON IN CHARGE, the RESPONSIBLE may force him to notify it to the Control Authority and, if necessary, to communicate it to the affected users.

## 8. Communication of data to third parties

The PERSON IN CHARGE cannot communicate the data to other recipients, unless they have obtained prior authorization in writing from the RESPONSIBLE; which, if it exists, will be annexed to this contract. Transmissions of data to public authorities in the exercise of their public functions are not considered data communications, so it will not be necessary to authorize the RESPONSIBLE if such transmissions are necessary to achieve the purpose of the assignment.

## 9. International data transfers

The PERSON IN CHARGE may not transfer data to third countries or international organizations not established in the EU, unless they have obtained prior authorization in writing from the RESPONSIBLE; which, if it exists, will be annexed to this contract.

## 10. Subcontracting of data treatment

If it is necessary to subcontract any treatment, this fact must be previously communicated in writing to the RESPONSIBLE, at least 15 days in advance, indicating the treatments that are intended to subcontract and clearly and unambiguously identifying the subcontractor company and their contact information. The subcontracting can be carried out if the RESPONSIBLE does not show his opposition within the established term. The subcontractor, who will also have the status of person in charge of the treatment, is also obliged to comply with the obligations established in this document for the person in charge of the treatment and the instructions dictated by the person in charge. It is the responsibility of the initial person in charge to regulate the new relationship so that the new person in charge is subject to the same conditions (instructions, obligations, security measures ...) and with the same formal requirements as he, in relation to the appropriate treatment of personal data and the guarantee of the rights of the people affected. In the case of non-compliance by the new person in charge, the initial person in charge will continue to be fully responsible to the person responsible for compliance with the obligations.

## 11. Rights of the interested parties

The PERSON IN CHARGE will create, whenever possible and taking into account the nature of the treatment, the technical and organizational conditions necessary to assist the RESPONSIBLE in its obligation to respond to requests for the rights of the interested party. In case that the PERSON IN CHARGE receives a request for the exercise of said rights, he must inform the RESPONSIBLE immediately and in no case beyond the working day following the reception of the request, together with other information that may be relevant for resolve the request. When the data is treated exclusively with the systems of the PERSON IN CHARGE, it must resolve, on behalf of the RESPONSIBLE, and within the established term, the requests received for the exercise of the rights of the interested in relation to the data object of the order, without prejudice to communicate it to the RESPONSIBLE according to what is established in the previous paragraph; namely, the rights of access,

rectification, deletion and portability of data and those of limitation or opposition to the treatment, and if it were the case, not to be subject to automated individualized decisions.

**12. Responsibility**

Pursuant to Article 82 of the RGPD, the PERSON IN CHARGE is liable to the RESPONSIBLE for damages caused to interested parties or third parties, including administrative sanctions, arising from judicial or extrajudicial claims or sanctioning procedures of the Control Authority, which are the consequence of the non-observance of the instructions assumed in this contract.

**13. End of service provision**

Once the provision of services object of this contract ends, the PERSON IN CHARGE will certify, at the discretion of the RESPONSIBLE, the suppression or return of all personal data and existing copies.

The deletion of data will not proceed when its preservation is required by a legal obligation, in which case the PERSON IN CHARGE will proceed to the custody of the same, blocking the data and limiting its processing, as long as responsibilities could arise from its relationship with the RESPONSIBLE.

The PERSON IN CHARGE will maintain the duty of secrecy and confidentiality of the data even after the end of the relationship object of this contract. And for the record, in proof of the parties' agreement, they sign this contract, in duplicate, in the place and on the date indicated in the heading.

**CLIENT'S SIGNATURE**

**BY SELFEMPLOYED,**

