

General Terms and Conditions of Purchase of the Ricoh Group companies in Spain

1. Parties

(1) The present General Terms and Conditions of Purchase along with the relevant specific terms detailed in the commercial offer form the Contract (henceforth, the "**Contract**") which regulates the commercial relationship between any of the Ricoh Group companies in Spain (henceforth, the "**Client**") and the company that provides the services (henceforth, the "**Supplier**").

(2) Each of the entities of the Ricoh Group must be regarded as an independent company and the liability of any of them cannot be extended to the other Ricoh Group companies.

(3) The present Contract is not on an exclusive basis for the Client and so the Supplier agrees that the services and the delivery of goods which are the object of the present Contract may be contracted by the Client from third-party entities.

2. Obligations of the Supplier

(1) The Supplier undertakes to render the services and/or to supply the goods in accordance with that set out in the Contract and to comply with all the technical, administrative, fiscal, employment, legal and any other obligations connected with the contractual relationship.

(2) The Supplier must submit all the documentation requested of it by the Client in the Contract, both in terms of timeframe and quantity, as well as any other information or document of any nature that the laws, standards or regulations applicable to the supply, work or service may require.

(3) The Supplier and, where applicable, its subcontractors, are liable for the occasional payment of salaries, social insurance and any other compensation or indemnity of an employment nature or of any other nature which, for whatsoever reason, its employees must receive and they shall hold the Client harmless vis-à-vis any other claim deriving from any breach of said obligation.

(4) The Supplier and, where applicable, its subcontractors, must comply with any provisions pertaining to the Environment, the Prevention of Occupational Risks and Safety and Hygiene which are in force and are applicable to the Contract, and they must observe the policies and procedures of the Client and, in any case, they must accept and respect the Anticorruption Conditions and the Code of Conduct and Corporate Social Responsibility of the Client provided to it.

(5) The Supplier guarantees that the Client shall be held harmless vis-à-vis any complaints by the Supplier's employees pertaining to compliance with the Contract or its subcontractors.

(6) In the event of any breach by the Supplier of the obligations indicated in the previous paragraphs, the Client shall be entitled to deduct from the following invoice or invoices any amounts pertaining to said claims or sanctions not complied with by the Supplier, as well as any defence costs the Client may have incurred as a result of said breach.

3. Products and Services

(1) The Supplier shall sell the products and/or provide the services to the Client, in accordance with the Client's order. Acceptance by the Supplier of any order shall give rise to a product sale contract and/or service agreement.

(2) The Client may resell the products and/or services to an end user (henceforth, the "**End User**").

(3) The Supplier shall deliver the products and/or services to the Client, in accordance with the delivery date specified in the specific terms of the Contract, with said delivery timeframe being essential.

(4) The initial timeframe for the rendering of the Services shall be specified in the specific terms of the Contract in line with the provisions of Clause 11 (termination).

(5) The Supplier shall provide all the equipment and materials required for the rendering of the Services, unless stated otherwise in the Contract.

(6) Any forecast procurement or hiring of services carried out by the Client does not represent any binding commitment and there are thus no minimum purchase or expenditure volumes committed to by the Client.

4. Delivery

(1) The products shall be delivered with their duties paid (DDP, in accordance with Incoterms 2010), at the facilities of the Client or at any other place of delivery that the Client agrees in writing before delivery of the products. Where applicable, the Supplier shall act as a registered exporter and, where appropriate, as a registered importer for all dispatches, unless agreed otherwise with the Client. The Supplier undertakes to comply with the commercial monitoring laws applicable, which includes, inter alia, obtaining any import and export permits required. The Supplier shall unload and deliver the products in line with the Client's instructions. The Services shall be provided at the Client's address specified in the Contract.

(2) The Supplier shall make sure that every delivery is accompanied by a delivery slip featuring, inter alia, the Contract date, the number of packages and the content and, in the event of partial delivery, the volume pending delivery.

(3) Unless the Client stipulates otherwise in the Contract and/or specific order, the Client shall only accept deliveries within the usual commercial hours.

(4) If the products and/or services are not delivered on the envisaged date, in this case, without prejudice to any other right it may have, the Client reserves the right to:

(i) cancel the Contract, wholly or partially; (ii) refuse to accept any subsequent delivery of the products and/or services that the Supplier tries to carry out;

(iii) charge the Supplier for any expense that the Client may have incurred to replace the products and/or services with those of another supplier;

(iv) claim any damages or losses for any cost, loss or additional expense incurred by the Client which is in any way attributable to the failure to deliver the products and/or services by the Supplier on the envisaged date; and

(v) request the Supplier to deliver the alternative products with comparable specifications and quality which may be required for use, on a temporary basis, by the Client or an End User until delivery of the products. Acceptance of said alternative products for usage, on a temporary basis, shall be at the exclusive discretion of the Client. In the event that said alternative products are required, the Supplier shall be responsible for withdrawing said alternative products when the products are delivered, at no expense to the Client.

(5) If the Supplier requires the Client to return any packaging material to the Supplier, it must be clearly stated on any delivery slip submitted to the Client and said packaging material shall only be returned to the Supplier on behalf of the latter.

(6) When the Client agrees in writing to accept the delivery with partial timeframes, the Contract shall be interpreted as one single contract with regard to each contract. Notwithstanding, failure by the Supplier to deliver within any of the timeframes shall entitle the Client, at its discretion, to deem the entire Contract to have been rejected.

(7) If more products are delivered to the Client than those ordered, the Client will not be required to pay the surplus and the Supplier shall be liable for the risk of any surplus and the cost of its return.

(8) In the event of any delay in the delivery/implementation timeframe stated, the Client may apply such penalties as have been determined and/or, where applicable, terminate the Contract.

(9) The Client may change the delivery/implementation schedule, or order the temporary suspension of any scheduled deliveries.

(10) For supplies of electrical and electronic equipment from non-community countries, the Supplier must send to the Client, along with the Invoice, the respective Certificate of Compliance with the European Regulations in force in this regard, as well as informing about the net weight of each product to provide the communication in units and mass of the electrical and electronic appliances and any

energy accumulators and batteries. The Supplier acknowledges and accepts that if said documentation is missing (Certificate of Compliance), this may give rise to delays in the delivery of the products owing to difficulties in customs' clearance and that they may be attributed to the Supplier.

5. Risk/Ownership

The products shall be the liability and risk of the Supplier until the delivery has been completed with the relevant acceptance by Ricoh, at which time ownership of the products shall be transferred to Ricoh.

6. Prices

(1) The Price of the products and/or services shall be stated in the Contract and shall be deemed to be fixed and non-revisable and it shall not include value-added tax, but it shall include all other rights, encumbrances or similar charges.

(2) The Client shall not accept any additional charges.

7. Billing and Payment

(1) The Supplier shall bill the Client for the price of the products and/or services after their delivery, which the Client shall pay within 60 days after receipt of the bill.

(2) Without prejudice to any other right, the Client reserves the right to offset any amount owed at any time by the Client to the Supplier by any other amount owed by the Supplier to the Client.

(3) In the event of a breach by the Supplier of its obligations, the Client shall be entitled to withhold any payments owed to the Supplier and deduct from them any expenses it has borne as a result of said breach.

(4) Payment of the price of the Contract and/or acceptance of the Contract shall not entail any waiver of the Client's rights.

(5) The only method approved for the receipt of the invoices is by e-mail to the address that the Client informs to the Supplier. Any invoices received on hard copy shall be disposed of. It is vital to state on the invoices the PO no./reference (Purchase Order - XXXXXX) that the Client will give to the Supplier. If this reference is missing, this shall prevent their automatic processing in the management system of the Client and so they cannot be paid.

8. Intellectual property rights

(1) All Intellectual Property Rights of, or related with, the Products and the Product Documentation are, and shall continue to be, the property of the Supplier.

(2) The Supplier shall hereby assign to the Client all the Intellectual Property Rights of the Supplier over any material generated by the Supplier and handed over to the Client when rendering the Services and it shall waive any rights related with said material. The Supplier shall not reproduce, publish nor supply said material to anyone other than the Client, without its prior consent in writing.

(3) The provisions of the present Clause shall continue to take effect after termination of the Contract.

(4) The Supplier ensures it shall not infringe any third-party intellectual or industrial property right over the equipment, products and materials supplied to the Client.

(5) The Supplier must provide compensation, hold harmless and defend, at its own expense, the Client, with regard to any ruling or judgment, any claim, litigation or lawsuit brought against the Client by any third party who alleges that the services provided or the goods handed over by the Supplier violate the industrial or intellectual property rights of a third party. Furthermore, the Supplier must compensate the Client as the consequence of the quantities that the Client has had to pay as a result of any claim or lawsuit.

9. Software

(1) If the Supplier notifies the Client in writing that it may only sell Software to an End User if it is accompanied by an End User Licence, the Client shall make sure that all the Software copies sold to its End Users are accompanied by the relevant End User Licence accompanying the Software.

(2) If any of the End Users returns any Software to the Client within the timeframe permitted by the End User License accompanying it owing to the fact that it is not in agreement with the terms of said licence, the Client shall refund forthwith the purchase price to said End User and it shall return the attendant Software to the Supplier, whereafter the Supplier shall refund the Price to the Client.

10. Non-disclosure

Each party shall regard as confidential any Confidential Information obtained from the other party with regard to the Contract and it shall not disclose said Confidential Information to anyone (except to said party's own employees and only to those employees who need to know it) without the prior consent in writing of the other party, on condition that the present clause does not extend to the information that was lawfully in the possession of said party before the start of the negotiations that led to said Contract, as it is already in the public domain or may be in the future (provided that this is not the result of a breach of the present clause) or as it is trivial or evident. Each party shall make sure that its employees are aware of and comply with the provisions of the present clause. The previous obligations regarding confidentiality shall continue to take effect after the termination of any Contract.

11. Termination

(1) Without prejudice to any other rights that the Client may have, if the products and/or services are not supplied in accordance with the terms of the Contract or if the Supplier breaches any of them, the Client shall be entitled to make use of one or more of the following recourses, at its discretion, both if the Client has accepted any part of the products or Services or not:

(i) to rescind the Contract;

(ii) to reject the Services (for a full reimbursement by the Supplier) or the Products (wholly or partially) and return the products to the Supplier at the expense and risk of the latter, on condition that the Supplier provides forthwith a full refund for any products returned in this way;

(iii) at the discretion of the Client, to give the Supplier the opportunity, at the expense of the Supplier, to remedy any defect in the Services or products or to provide replacement and carry out any other work required to ensure that the terms of the Contract are complied with;

(iv) to refuse to accept any further deliveries of the products;

(v) to carry out, at the expense of the Supplier, any work required so that the products and/or services comply with the provisions of the Contract; and

(vi) to claim any damages and losses that may have been suffered as a result of a breach or breaches of the provisions of the Contract by the Supplier.

(2) Without prejudice to any other provision contained in this document, the Client reserves the right to rescind a Service Agreement, at its discretion, at any time by providing fifteen (15) days' notice thereof to the Supplier.

(3) Without prejudice to any provision contained in this document, the Contract may be rescinded, by either of the parties, immediately after notifying the other in writing if:

(i) the other party commits a serious breach of any of the present terms and conditions and (in the event of a breach which can be remedied) it has failed to remedy the breach within 15 calendar days after receipt of a request in writing from the other party; or

(ii) in the event that the other Party is or becomes insolvent, or if it adopts any resolution to assign assets to third-party creditors, or decides to discontinue or interrupt the activity specific to it, or carries out any actions aimed at said purposes.

(c) Owing to an early rescission or termination by the End User.

12. Effects of the termination

Once the Contract has ended:

(1) all the rights and obligations of the parties with regard to the Contract shall terminate automatically, except for any rights to bring actions that have accumulated before said termination and any obligation which, specifically or implicitly, is expected to come into force or remain in force upon said termination and thereafter;

(2) each party must return forthwith to the other party or have available in any other way, in accordance with the instructions, any Confidential Information which belongs to the other party and all the technical and promotional materials and other documents and papers sent to the other party and related with the products or activity of the other party (besides any correspondence between the parties) and all the assets which, in each case, are in its possession or under its control, assuming the relevant costs;

(3) each of the parties must pay the other party forthwith any amount it owes and it may deduct any amounts which, in turn, are outstanding.

13. Guarantees

(1) The Supplier guarantees to the Client that:

(i) the products sold and the Services rendered to the Client hereunder shall comply with the relevant Contract and any other Documentation or any other relevant specification published by the Supplier and they shall be suitable for its purposes and endowed with satisfactory quality;

(ii) the products and Services must comply with the local laws and regulations related with their manufacture, sale, maintenance and use in the territory and

(iii) the services shall be provided in a professional, efficient manner and in accordance with the requirements of the Contract and the Client's instructions.

(2) At any time before delivery of the products to the Client, the latter shall be entitled to inspect and test the products.

(3) If, as a result of said inspection or test, the Client reaches the conclusion that the products fail to comply with, or that it is unlikely that they will comply with, the Contract or the specifications or standards provided or recommended, the Client shall notify the Supplier and the Supplier shall take forthwith the measures required to guarantee compliance and, furthermore, the Client shall be entitled to require and attend further tests and inspections.

(4) Without prejudice to said inspection or evidence, the Supplier shall still be wholly liable for the products and said inspection or test shall in no way diminish nor affect the obligations of the Supplier under the Contract.

(5) If any of the products and/or services fail to meet the provisions set out in the present clause, the Client shall be entitled to avail itself of one or more of the rights listed in clauses 4 and 11.

(6) Without prejudice to any other right that the Client may have, if the Supplier breaches the guarantees foreseen in this clause, it must replace the products and/or services in question (at the expense and risk of the Supplier) or, at the discretion of the Client, refund the price paid by the Client (subject to the Client returning the defective products to the Supplier, at the expense and risk of the latter).

14. Liability

The Supplier shall be liable for any damages and losses caused as a result of Contract performance.

The Supplier shall defend and hold harmless the Client with regard to any claim brought against the Client in any way related with Contract performance; and so it shall reimburse to the Client any amounts that the latter has decided to pay as a result of said claims.

The parties specifically agree that any penalties agreed in the respective contracts or agreements shall not be assumed to substitute any claims that the Client may be entitled to in the event of a breach by the Supplier.

Furthermore, the Supplier ensures to keep the Client harmless vis-à-vis any administrative or other sanction which may have been imposed on it as a result, directly or indirectly, of the performance of the Contract and/or the Contract.

Under no circumstances and for no reason, the Client may be liable for any direct, indirect and/or consecutive damages that the Supplier may suffer, deriving directly or indirectly from the performance of the Contract and/or Contract, including, but not limited to any losses of use, losses in profits and interruptions to business.

15. Data protection

Insofar as the Supplier processes any personal data during the rendering of any Services listed in the Contract, the provisions of Annex 1 shall apply and each party shall comply with its obligations under said Annex 1.

16. Insurance Policies

(1) Without prejudice to its liability in accordance with the Contract, and without this clause limiting it, the Supplier shall take out and maintain force under its expense at any time during the validity of the Contract, and with companies of recognised financial solvency, an adequate civil liability insurance policy in line with the services provided. Its maintenance shall not alter the obligations to hold the Client harmless determined by the Contract.

(2) Before the delivery of the goods or the start of the services, the Supplier must submit to the Client a certificate for the insurance policies taken out. This certificate shall be included in the Contract as an Annex. Failure to submit the certificate shall entitle the Client to terminate the Contract for reasons attributable to the Supplier.

(3) The Client, at any time, may request the Supplier to submit the original of the policies, or lawful copies, of the insurance policies it has taken out, as well as any receipts or documentary evidence of being up-to-date with payment of the relevant premiums. The Supplier is required to deliver everything within a term of no more than seven (7) days.

(4) The Supplier is required to inform the Client in writing about any incident that affects the validity and conditions of the insurance policies taken out.

17. Assignment and outsourcing

(1) The Supplier may not assign the Contract, nor outsource the performance of the Contract, whether wholly or partially, without the specific, prior authorisation of the Client.

(2) In the event that the outsourcing has been authorised in writing, the Supplier shall continue to be the main party liable vis-à-vis the Client for compliance with the obligations deriving from the Contract, even when involving goods and/or services directly supplied/provided by the authorised subcontractor. Without prejudice to the above, the Client may inspect and monitor the works of the subcontractor and compliance with its obligations at any time.

(3) the Contracts and credits and/or invoices from these legal relationships may not be assigned, wholly or partially, nor may any pledges be formed on them, without the prior, specific authorisation of the Client, in writing in accordance with the manner established.

(4) The Client may assign, without the prior consent of the Supplier, partially or wholly, its rights and obligations under the Contract to any Ricoh Group company, or as a result of any corporate operation that involves the total or partial succession of the relevant rights and obligations.

18. Inspection

The Supplier recognises that the Client and/or any third parties designated by the latter have the following rights:

- a. To inspect and audit, without restrictions and at any time, always subject to notice of its visit, unless said notice is not possible owing to an emergency situation, crisis or because said early communication brings about a situation in which the audit ceases to be effective. Said rights must allow the monitoring of the relevant Contract and ensure compliance with all the regulatory and contractual requirements applicable;
- b. Full access to all relevant facilities of the Supplier, including the whole range of devices, systems, networks, information and data used for the purposes of the relevant Contract; and
- c. Access to the information of the Supplier: financial, staff, as well as any external certifications and internal or external audit reports of the Supplier.
- d. Cooperation on anything necessary.

Any fees that may derive from the inspections and/or audits carried out by the Client or by people designated by the latter shall be wholly assumed by the Supplier.

19. Penalties owing to breach

(1) Any sanctions or penalties owing to a breach by the Supplier shall be determined in the Contract and they are subject, failing that, to the commercial legislation in force.

(2) In the event that they are not specified in the specific conditions of the Contract, the following penalties shall apply when there is an objective breach of the Supplier's obligations:

- Product delivery: Penalty up to 5% of the Contract in question for each day's delay.

- Delay in the Rendering of Services: Penalty up to 5% of the Contract in question for each day's delay.

20. Force Majeure

(1) Neither of the parties shall be regarded as being liable for any breach of their obligations under the Contract should the performance thereof be delayed or become impossible as a result of Force Majeure.

With this in mind, the causes of Force Majeure shall be deemed to be those natural phenomena, inevitable accidents, fire, revolts or popular uprisings, acts of war, owing to an imposition, regulation, order or act by any government or government agency, as well as any other competent authority, or any other reason of a similar unforeseeable nature, or if foreseeable, which is inevitable, irresistible or independent of the will of the parties and outside their control.

Notwithstanding the stipulations of the previous paragraph above, the suspension of contractual obligations caused by the staff of the Supplier or its Subcontractors may not be invoked as a cause of Force Majeure.

(2) The suspension of the contractual obligations shall last for as long as the reason that gave rise to the force majeure. The party that suffers the latter must inform the other party forthwith and make every reasonable effort to resolve the reason for the suspension within as short a timeframe as possible.

(3) If the cause of force majeure lasts for more than thirty (30) days, the Client reserves the right to cancel the Contract with payment to the Supplier of any amounts owed for the carrying out of works, the rendering of services or delivery of goods that up until the time of termination have been carried out by the Supplier, without said termination affording the right to receive any additional amount or penalty or compensation from the Supplier.

21. General provisions

The present General Terms and Conditions of Purchase along with the attendant specific conditions constitute the entire agreement between the parties with regard to the object of the Contract and the Contract and any non-contractual obligation arising from it or with regard to it, shall be subject to and interpreted in accordance with Spanish legislation and the parties are subject to the exclusive jurisdiction of the courts of Barcelona.

No term of condition handed over or contained in the quote, invoice, specification or document of any type of the Supplier, shall form part of the Contract and the Supplier shall waive any right on which it may otherwise depend under said terms and conditions.

Any notifications that have to be carried out hereunder shall be made in writing and shall be sent to the address of the recipient stated in the Contract or to any other address that

the recipient may designate by means of a notification made in accordance with the provisions of the present clause.

No tolerance, delay or complacency by either of the parties to enforce the provisions of the Contract shall harm or restrict the rights of this party, nor shall any waiver of its rights assume the waiver of any subsequent breach and no right or recourse bestowed hereunder or reserved to either of the parties shall exclude any other right or recourse available to said party and each of said rights or recourses shall be cumulative.

No waiver or amendment of any provision of the Contract shall be effective, unless carried out through a written instrument signed by both parties. Any provision of the Contract shall be interpreted separately and, without prejudice to all or part of said provision being illegal or inapplicable, the other provisions of the Contract and the rest of the provision in question shall continue to be wholly valid and take effect.

Each of the Parties shall comply with all the applicable laws, including, without any limitation, export control restrictions, data protection laws and anticorruption laws.

Annex 1 Data processing terms (GDPR) Data processing

1.1 Definitions

The terms defined in the present data processing clause are:

«Ricoh»	Any company of the Ricoh Group in Spain.
«Client»	any client of Ricoh to whom (or with regard to which) the Supplier renders Services under a Contract;
«Data protection regulation»	all the regulations applicable to the personal data processed under the Contract or with regard to the latter, including: <ul style="list-style-type: none"> • Directive 95/46/EC on data protection (which may be replaced by the General Data Protection Regulation or GDPR); • Directive 2002/58/EC on privacy and electronic communications; • the GDPR; • Organic Law 3 enacted on 5 December 2018 on Personal Data Protection and the Guarantee of Digital Rights; and • all codes of good practices and other related binding guidelines issued by a control authority; all of the above, in their amended version, enacted again or replaced and in force which are presented at any time;
«DPIA»	this is defined in clause 1.8(g)(ii)(C) below;
«GDPR»	The General Data Protection Regulation 2016/679;
«Relevant terms»	this is defined in clause 1.9 below; and
«Services»	any service that the Supplier has to render under a Contract which may involve the processing of personal data on behalf of Ricoh or a Client by the Supplier.

1.2 Terms of the Data Protection Regulation

When used in this data processing clause, the terms «data controller», «personal data», «personal data violation», «processing», «data processor» and «supervisory authority» shall take the meanings assigned to them in the GDPR.

1.3 Context

Under a Contract, the Supplier may provide Services, as determined in the present terms and conditions or in accordance with that agreed in detail between the Supplier and Ricoh in due time. This may involve the processing of personal data by the Supplier on behalf of Ricoh or a Client as part of the rendering of the attendant Services, including any personal data pertaining to the clients or staff of Ricoh or the Client or anyone else with whom Ricoh or the Client deals during the course of their activity (as may be further detailed in the Contract). Insofar as the Supplier processes any personal data during the rendering of the Service, the terms of the present Annex 1 shall apply and each party shall comply with its obligations thereunder.

1.4 Description of the processing

Ricoh shall carry out the following processing:

- the object of the processing is that described in clause 1.3 above and the duration of the processing shall encompass the entire period during which the Supplier provides the relevant Services under a Contract;
- the nature of the processing is that described in clause 1.3 above and the purpose of the processing shall be to allow the rendering of the relevant Services by the Supplier in accordance with the Contract;
- the personal data that will be processed shall be all the personal data requested by Ricoh to allow or facilitate the rendering of the Services by the Supplier under a Contract, as described in clause 1.3 above, and the stakeholder categories are those set out in clause 1.3 above; and
- the obligations and rights of the data controller with regard to the processing have been stipulated below.

1.5 Compliance with the data protection regulation

Both the Supplier and Ricoh must comply (and shall ensure that their staff or subcontractors comply) with data protection regulations.

1.6 Relationship and duties of the parties

As regards the processing of personal data under the present terms, the parties agree that:

- Ricoh shall be:
 - the data controller; or
 - the data processor for the relevant Clients who are the attendant data controllers; and
- The Supplier shall be the data processor or subprocessor of Ricoh; with regard to the processing. The supplier undertakes to process the personal data in accordance with the present conditions.

1.7 Parties in charge and enquiries

The Supplier and Ricoh shall keep each other informed about those people in their organisations authorised to answer any enquiries pertaining to the personal data and to the processing which is the object of the present conditions. The Supplier and Ricoh shall process all these enquiries without delay and in a reasonable manner.

1.8 Processing of personal data by the Supplier

As regards the processing of personal data under the present terms, the Supplier:

(a) shall process the personal data (including when carrying out a transfer of personal data) only insofar as is necessary to provide the Services and it shall do so in accordance with:

(i) the present conditions;
(ii) the relevant instructions in writing of Ricoh;
unless the law requires otherwise. When the law requires Ricoh to process the personal data in a manner different from that set out in the present conditions, Ricoh shall be notified before carrying out the processing in question (unless the law also prevents Ricoh from doing so on the grounds of substantial public interest);

(b) it shall adopt the relevant technical and organisational measures to ensure an appropriate security level for the risks entailed by the processing; in particular, protection from destruction, loss, alteration or disclosure of, or unauthorised access to, the personal data transferred, stored or processed otherwise under the present conditions;

(c) it shall take every reasonable measure to ensure that only authorised staff have access to the personal data and that anyone authorised to have access to personal data shall respect and maintain the necessary confidentiality with regard to the personal data (including through a confidential contractual document when the people involved are not subject to said obligation in accordance with the law);

(d) it shall not hire any subprocessor to provide the Services without the prior consent in writing of Ricoh and, in any case, always in accordance with clause 1.9;

(e) it shall not carry out nor omit anything which may make Ricoh or any relevant Client breach their obligations under data protection regulations;

(f) it shall notify Ricoh forthwith if, in the opinion of the Supplier, any instruction provided to the Supplier infringes the data protection regulation;

(g) where appropriate with regard to the personal data processed under the present conditions, it shall cooperate with Ricoh or any relevant client and it will help them to ensure compliance with:

(i) The obligations of Ricoh or any relevant Client to answer the requests of any stakeholders who wish to exercise their rights, under chapter III of the GDPR, including notification to Ricoh about any request for access by the stakeholders in writing that the Supplier receives with regard to the obligations of Ricoh or the Client, under the data protection Regulation; and
(ii) the obligations of the Client set out in articles 32 to 36 of the GDPR to:

(A) ensure processing security;
(B) inform the relevant supervisory Authority, as well as any stakeholder, where applicable, about any infringement

related with personal data security;

(C) carry out data protection impact assessments («DPIA») on the impact of processing on personal data protection; and

(D) consult the relevant supervisory authority before any processing in which a DPIA indicates that the processing would give rise to a high risk in the event of the lack of measures adopted by Ricoh to mitigate the risk.

1.9 Data subprocessors

The Supplier shall ensure that any data subprocessor it hires to provide a service in its name with regard to a Contract does so solely based on a written contract that imposes upon it terms equivalent to those imposed on the Supplier in the present annex or to other alternative terms that may have been agreed with Ricoh (the «Relevant terms»). The Supplier shall seek compliance by the subprocessor with the Relevant terms and it shall be directly liable vis-à-vis Ricoh in the event of:

(a) a breach by the subprocessor of any of the Relevant Terms;

(b) action or omission of the subprocessor which means that:

(i) the Supplier commits a breach of the present data processing conditions; or

(ii) Ricoh or the Supplier breaches the data protection regulation.

When Ricoh has granted general authorisation to the Supplier to hire subprocessors, before hiring any new subprocessor under the general authorisation, the Supplier shall notify Ricoh about any change made and shall give Ricoh the option to raise objections against them.

1.10 Supervision of compliance by the Supplier

Ricoh and any relevant Client shall be entitled to supervise and audit compliance by the Supplier with the data protection regulations and its obligations with regard to data processing hereunder at any time during normal office hours. The Supplier undertakes to provide Ricoh without delay with any access, assistance and information that are reasonably necessary to allow monitoring and auditing. If Ricoh or the Client believe that an audit *in situ* is necessary, the Supplier undertakes to provide Ricoh and the Client with reasonable access to its premises (subject to reasonable confidentiality and security measures), as well as to any personal data and data processing programmes it has implemented. Ricoh or the Client shall be entitled to commission the carrying out of the audit to a third party.

1.11 Transfers outside the EEA and to third parties

If the Supplier transfers any personal data received from Ricoh or in its name:

(a) outside the European Economic Area; or

(b) to any third party (including any subsidiary of the Supplier) in the event that said third party is outside the European Economic Area;

Before carrying out said transfer, the supplier must obtain written instructions from Ricoh.

1.12 Completion of the Services

Once the Services have been completed, the Supplier must, at the discretion of Ricoh:

- (a) delete; or
- (b) return to Ricoh or to the Client (in accordance with the indications of Ricoh);

all the personal data (including the copies) processed with regard to the present conditions, except insofar as Ricoh is required by law to keep any copy of the personal data.