

EIGHTH. BREACH OF THE AGREEMENT

The RECIPIENT shall be liable for all damages and losses of any kind caused to the DISCLOSER or the company NEOM as a direct or indirect consequence of breaching any or all obligations and duties assumed under this Agreement.

The RECIPIENT expressly acknowledges that breaching any provisions set forth herein entitles the DISCLOSER and/or NEOM to seek compensation for damages resulting from unauthorized use of the Confidential Information. Furthermore, if necessary, the DISCLOSER and/or NEOM may pursue legal action, including monetary claims. Such compensation shall not be exclusive but additional to any other compensation available under applicable law. Failure by the DISCLOSER to promptly exercise, partially or fully, the rights provided herein shall not constitute a waiver thereof.

- Moreover, without prejudice to any other remedies that may legally apply, the Parties agree upon a penalty clause whereby the mere breach of confidentiality obligations by the RECIPIENT shall entitle the DISCLOSER to demand compensation from the RECIPIENT amounting to €22,000.00.
- This compensation shall not be exclusive but supplementary to any other remedy or compensation applicable under current legislation.

NINTH. ADDRESS FOR NOTIFICATIONS

For notification purposes, the Parties agree that their addresses shall be those indicated at the beginning of this Agreement. To be valid, notifications between the Parties must be delivered by a reliable method that certifies the date and time of sending, the address to which it was sent, and the moment of its reception.

Additionally, should the Parties wish to maintain efficient communication—provided that the authenticity of sender, recipient, and content can be assured—they may use the following email addresses:

DISCLOSER: LUME OFFICE S.L.: info@lume-office.com

RECIPIENT: _____

TENTH. DATA PROTECTION

The Parties agree to fully comply with Regulation (EU) 2016/679, regarding the processing of personal data and the free movement of such data (GDPR), as well as the Spanish Organic Law 3/2018 on Personal Data Protection and Guarantee of Digital Rights, its implementing regulations, and/or any laws that may replace or update them in the future.

Both Parties acknowledge and agree that, by virtue of this Agreement, they may mutually collect and store personal data in automated or non-automated files to facilitate and properly execute the contractual relationship and, when appropriate, for administrative and/or commercial management purposes.

In all cases, the Parties expressly agree not to disclose or communicate such personal data to third parties. Nevertheless, if disclosure becomes necessary, the explicit and prior consent of the other Party must be obtained.

This clause shall not in any way limit or restrict the rights of either Party to exercise their rights of access, rectification, deletion, restriction of processing, data portability, or objection as stipulated by law.