Subcontracting Agreement for Programming and Maintenance Tasks with Artificial Intelligence

Between:

SocialGency Tech (Gerard Cano Palau 77633720A), with registered office at C/ Francesc Saula I Pujals, 08370 Calella-Barcelona, hereinafter referred to as "SocialGency", the contractor, and Noor Mohammad, with registered office at Tajlane Middle Paikepara Mirpur Mirpur 1216 Dhaka, hereinafter referred to as "Subcontractor", agree to enter into this subcontracting agreement for programming and maintenance services of software with artificial intelligence under the following terms and conditions:

1. Purpose of the Contract:

SocialGency subcontracts the Subcontractor to perform programming, development and maintenance tasks related to the implementation of automation software with artificial intelligence, according to the specifications and requirements established by SocialGency.

2. Scope of Services:

The Subcontractor commits to perform the programming and maintenance tasks professionally and efficiently, using appropriate resources and technologies to meet the quality standards demanded by SocialGency and their clients.

3. Intellectual Property:

3.1 All source code, designs, algorithms, and any other material developed or used under this contract will be the *exclusive property of SocialGency*.

3.2 The Subcontractor commits *not to disclose*, share, or use such materials for any purpose other than as specified in this contract.

3.3 The Subcontractor acknowledges and agrees that any breach of this provision will constitute a serious violation of the contract.

3.4 In the event that the Subcontractor discloses, shares, or uses the materials mentioned in this section for purposes outside the contract, SocialGency will have the right to take legal action

against the Subcontractor in the competent court of Barcelona, demanding compensation for damages, as well as the immediate cessation of unauthorized use of the material.

3.5 In addition to the legal actions mentioned above, SocialGency reserves the right to take necessary measures to protect its intellectual property rights and seek adequate compensation for any loss or damage resulting from the Subcontractor's breach.

4. Confidentiality:

The Subcontractor commits to maintain *strict confidentiality* of all confidential information and data accessed during the performance of services, including, but not limited to, SocialGency's commercial, strategic, and technical information.

5. Data Privacy and Protection:

5.1 Both parties commit to comply with all applicable legal provisions, including but not limited to personal data protection regulations (LOPD), the European Union's General Data Protection Regulation (GDPR), and any other related privacy and information security regulations.

5.2 The Subcontractor acknowledges and agrees that, in the performance of its duties, it must comply with all applicable laws, regulations, and standards, *both nationally and internationally,* including those related to personal data protection.

5.3 SocialGency will provide the Subcontractor with access to data and information, including medical information, which may be subject to privacy and data protection regulations. The *Subcontractor commits to treat this information with due confidentiality and to comply with all information security policies and procedures established by SocialGency.*

5.4 The Subcontractor agrees to implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk of processing personal data, including but not limited to encryption, pseudonymization, and access controls.

5.5 In the event of a data breach involving personal data processed under this contract, the Subcontractor shall promptly notify SocialGency and cooperate fully to mitigate any adverse effects and comply with any legal obligations, including notification requirements.

5.6 The Subcontractor shall assist SocialGency in responding to data subject rights requests and in ensuring compliance with data protection obligations, including conducting data protection impact assessments where necessary.

5.7 Any conflict related to regulatory compliance will be resolved in accordance with Spanish law and will be subject to the exclusive jurisdiction of the courts of Barcelona.

6. Contract Duration:

This contract is established for an indefinite period, with the possibility of termination by either party upon written notice 45 days in advance and leave no project pending.

7. Termination:

Either party may terminate this contract by written notice with 45 days' notice. In the event of a serious breach of the obligations established in the contract, the affected party may terminate it immediately.

8. Applicable Law and Jurisdiction:

This contract will be governed by and interpreted in accordance with the laws of Spain. For any dispute arising in relation to this contract, the parties submit to the exclusive jurisdiction of the courts of Spain.

In witness whereof, the parties sign this contract in duplicate, in the place and on the date indicated below:

Noor Mohammad

28/7/2024

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Subcontractor   *SocialGency Tech*