

## U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

|                                           |                                |
|-------------------------------------------|--------------------------------|
| 1. Name of Registrant<br>MMGY Global, LLC | 2. Registration Number<br>6492 |
|-------------------------------------------|--------------------------------|

3. Primary Address of Registrant  
7309 W. 80th Street, #400, Overland Park, KS 66204

|                                                                  |                                                                                                           |
|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| 4. Name of Foreign Principal<br>SPET, TURISMO DE TENERIFE, S.A., | 5. Address of Foreign Principal<br>Plaza de España 1, Postal Box 38003<br>Santa Cruz de Tenerife<br>SPAIN |
|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|

6. Country/Region Represented  
SPAIN

7. Indicate whether the foreign principal is one of the following:

- ☒ Government of a foreign country<sup>1</sup>
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- |                                      |                                                         |
|--------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee                      |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group                |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other ( <i>specify</i> ) _____ |
- ☐ Individual-State nationality \_\_\_\_\_

8. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant  
Tourism
- b) Name and title of official(s) with whom registrant engages  
Mr. Lope Domingo Afonso Hernández - Vice President

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

a) Name and title of official(s) with whom registrant engages

b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

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11. Explain fully all items answered "Yes" in Item 10(b).

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

08/12/2026

Misti Borchers

Sign

/s/Misti Borchers

Sign

Sign

Sign

**EXECUTION**

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Date

Printed Name

Signature

8/12/2026

Misti Borchers





U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

MMGY Global, LLC

2. Registration Number

6492

3. Name of Foreign Principal

SPET, TURISMO DE TENERIFE, S.A.,

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 03/06/2026
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide marketing services, specializing in the travel, tourism, and hospitality sector.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Refer to above.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.<sup>1</sup>

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

| Date | Contact | Method | Purpose |
|------|---------|--------|---------|
|------|---------|--------|---------|

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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

| Date Received | From Whom | Purpose | Amount/Thing of Value |
|---------------|-----------|---------|-----------------------|
|---------------|-----------|---------|-----------------------|

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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

| Date | Recipient | Purpose | Amount/Thing of Value |
|------|-----------|---------|-----------------------|
|------|-----------|---------|-----------------------|

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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.





**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

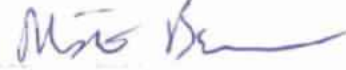
Date

Printed Name

Signature

8/12/2026

Misti Borchers



**MEETING**

Mr. Lope Domingo Afonso Hernández, acting as representative of the entity **SPET, TURISMO DE TENERIFE, S.A.**, of Spanish nationality, established for an indefinite period, with Tax Identification Number [REDACTED] and registered office at Plaza de España 1, Postal Code 38003, in Santa Cruz de Tenerife and registered address for notification purposes at Centro Internacional de Ferias y Congresos, Avenida de la Constitución, 12 – 38003 S/C de Tenerife (Canary Islands · Spain), by virtue of the powers conferred. (Hereinafter **DATA CONTROLLER**)

And on the other hand, Mr. Hugh O'Neal Mc Connell, acting on behalf of **MMGY GLOBAL LLC.**, with Tax ID No. [REDACTED], and address at 7309 W. 80th St. Suite 400, Overland Park - 66204 Kansas - United States. (hereinafter **referred to as the PROCESSOR**) (1).

**DECLARE**

The parties, of their own free and spontaneous will, declare that they have and mutually recognize the legal capacity necessary to enter into this **CONTRACT FOR THE PROCESSING OF PERSONAL DATA ON BEHALF OF A THIRD PARTY**, for which purpose,

- I. That the Data Processor, on behalf of the DATA CONTROLLER, provides communication services, media relations, promotional activities, and tourism representation for the island of Tenerife in general, as well as its brands, for the US and Canadian markets.
- II. That, by granting this access, under no circumstances can it be understood that there is a transfer or transmission of Personal Data or Files.
- III. That, by virtue of the foregoing considerations, the Parties, of their own free and spontaneous will, have agreed to enter into the following contract for the processing of personal data on behalf of a third party (hereinafter, "the Contract") subject to the following:

**STIPULATIONS****1. Purpose**

The purpose of this Agreement is to regulate the relationship between the DATA CONTROLLER and the Data Processor for the purposes of complying with the provisions of current regulations on Personal Data Protection.

**2. Ownership of files containing personal data**

The Data Controller states that it is the owner of several files containing personal data, in accordance with the provisions of the Data Protection Regulations, and declares that it has obtained such data legally and in compliance with the provisions of the personal data protection regulations.

**3. Access to personal data**

The Data Processor, as it accesses the files of the DATA CONTROLLER, will process the data and adopt and implement the technical and organizational measures that are relevant to the personal data file. Specifically, this Agreement guarantees the privacy of the data at all times.

The Data Processor shall process the data in accordance with the instructions of the Data Controller and only for the purposes and uses exclusively necessary for the performance of the activity for which it was contracted, and may not use the data for any other purpose.

The Data Processor undertakes not to disclose the automated personal data files, or any data derived from them, even for storage purposes, to persons other than the data controller or for a purpose other than that specified in this Agreement, unless required to do so by the Competent Authority or by the data subject in the exercise of their right to information, access, rectification, cancellation, or opposition guaranteed by current data protection legislation. By virtue of the provisions of current Data Protection regulations, the Data Controller shall allow the Data Processor access to the personal data contained in the following file(s), so that the latter may process them for the purpose of complying with the service provision contract signed between the Parties.

**4. Obligations of the Data Processor.**

The Data Processor shall process personal data derived from the provision of the contracted service in accordance with the following obligations:

- 4.1. Limit themselves to performing the actions necessary to provide the **CONTRACTED SERVICE** to the DATA CONTROLLER, in accordance with the provisions of the Contract.
- 4.2. Specifically, they undertake to process personal data in accordance with the instructions given to them at any given time by the DATA CONTROLLER, as well as with the provisions of the applicable regulations on personal data protection, including with regard to transfers of personal data to a third country or an international organization, unless they are obliged to do so by law.



the provisions of the applicable regulations on personal data protection, including with regard to transfers of personal data to a third country or to an international organization, unless it is required to do so by Union or Member State law applicable to the Processor, in which case the Data Processor shall inform the DATA CONTROLLER of this legal requirement prior to processing.

- 4.3. If the Data Processor considers that any of the instructions infringe the GDPR or any other provision on data protection in the Union or Member States, they shall immediately inform the DATA CONTROLLER.
- 4.4. Undertake not to carry out any other processing of personal data, nor to apply or use the data for any purpose other than the provision of the Services, nor to use them for their own purposes.
- 4.5. Ensure the necessary training in personal data protection for persons authorized to process personal data.
- 4.6. Keep a written record of all processing activities carried out on behalf of the DATA CONTROLLER, containing:
  - 4.6.1. The name and contact details of the Data Processor and the data controllers on whose behalf they act and, where applicable, the contact details of the data protection officer.
  - 4.6.2. The categories of processing carried out on behalf of each controller.
  - 4.6.3. Where applicable, transfers of personal data to a third country or international organization, including the identification of that third country or international organization and documentation of adequate safeguards.
  - 4.6.4. An overview of the technical and organizational security measures relating to the pseudonymization and encryption of personal data, the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services, the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident, the process of regularly verifying, evaluating, and assessing the effectiveness of technical and organizational measures to ensure the security of processing.
- 4.7. Undertake to keep under your control and custody the personal data provided by the DATA CONTROLLER to which you have access in connection with the provision of the Services and not to disclose, transfer, or otherwise communicate them, even for storage, to third parties.
- 4.8. In the event that personal data must be transferred to a third country or to an international organization, pursuant to applicable Union or Member State law, inform the DATA CONTROLLER of this legal requirement in advance, unless such law prohibits it for important reasons of public interest.
- 4.9. Support the DATA CONTROLLER in carrying out data protection impact assessments, where appropriate.
- 4.10. Support the CONTROLLER in carrying out prior consultations with the supervisory authority, where appropriate.
- 4.11. Provide the DATA CONTROLLER with all the information necessary to demonstrate compliance with its obligations, as well as to carry out audits or inspections conducted by the DATA CONTROLLER or another auditor authorized by it.
- 4.12. Appoint a data protection officer where appropriate and communicate their identity and contact details to the DATA CONTROLLER.

## 5. **International Data Transfers**

- 5.1. The Data Controller authorizes the Data Processor, based in the United States of America, to carry out international transfers of the personal data covered by this assignment, provided that such transfer is strictly necessary for the performance of the contracted services.
- 5.2. The Data Processor undertakes and guarantees that any international transfer of personal data outside the European Economic Area will be carried out in strict compliance with Spanish and European data protection regulations, in particular the provisions contained in Chapter V of Regulation (EU) 2016/679.
- 5.3. It shall be the sole responsibility of the Data Processor to establish, implement, and maintain a system of adequate safeguards to legitimize such transfers. To this end, the Data Processor undertakes to adopt one of the mechanisms provided for by law, such as the

formalization of the Standard Contractual Clauses (SCCs) adopted by the European Commission, or any other instrument that may be provided for in the applicable regulations in the future.

- 5.4. The Data Processor assumes full responsibility for the choice, formalization, and effectiveness of the international transfer mechanism adopted. Consequently, it undertakes to hold the Data Controller harmless from any penalties, claims, damages, or losses that may arise from failure to comply with the obligations established in data protection regulations regarding international transfers.
- 5.5. The Data Processor shall make available to the Data Controller, whenever requested, all documentation proving the adoption and validity of the appropriate safeguards for the international transfer of data.

#### 6. **Data subject to processing**

The types and categories of data to be processed are those inherent to the provision of the service and defined in **clause SIX. - OBLIGATIONS OF MMGY GLOBAL LLC.**, described in the commercial contract.

The Data Processor undertakes to process personal data exclusively for the purposes described in the service contract, following the documented instructions of the Data Controller at all times.

The service will be or may be provided at the Data Processor's premises using its own systems, separate from those of the Data Controller.

#### 7. **Processing Elements**

The processing of Personal Data shall include or may include:

- |                                                   |                                                                                |
|---------------------------------------------------|--------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Collection    | <input type="checkbox"/> Comparison                                            |
| <input checked="" type="checkbox"/> Recording     | <input type="checkbox"/> Restriction Deletion                                  |
| <input checked="" type="checkbox"/> Storage       | <input checked="" type="checkbox"/> Destruction ( <i>of temporary copies</i> ) |
| <input checked="" type="checkbox"/> Modification  | <input checked="" type="checkbox"/> Interconnection                            |
| <input checked="" type="checkbox"/> Structuring   | <input type="checkbox"/> Extraction                                            |
| <input checked="" type="checkbox"/> Consultation  | <input checked="" type="checkbox"/> Communication by transmission              |
| <input checked="" type="checkbox"/> Dissemination | <input type="checkbox"/> Other _____                                           |
| <input type="checkbox"/> Communication            |                                                                                |

#### 8. **Purpose of processing**

The Data Processor shall only access or apply the data contained in the Files in accordance with the instructions of the Data Controller and shall only use or apply them to perform, on behalf of the Data Controller, the services specifically contracted.

Under no circumstances shall the Data Processor access or use the data contained in the Files for purposes other than those established in this Agreement, nor shall it communicate them, even for storage purposes, to other unauthorized persons or companies.

#### 9. **Security Measures**

The Data Processor undertakes to apply the security measures required by law to the personal data processed on behalf of the DATA CONTROLLER at the Data Processor's own offices or facilities, taking into account the nature of the information processed, in accordance with the provisions of current Data Protection regulations or any regulations that may replace them.

The Data Processor shall implement the security measures and mechanisms established to:

- Ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services.
- Restore the availability and access to personal data quickly in the event of a physical or technical incident.
- Regularly verify, evaluate, and assess the effectiveness of the technical and organizational measures implemented to ensure the security of the processing.
- Pseudonymize and encrypt personal data, where necessary.

Likewise, the Data Processor is responsible for implementing the applicable security measures, in accordance with the risk assessment that must have been carried out prior to processing, taking into account the means used, in order to determine the appropriate security measures to guarantee the security of the information processed and the rights of the individuals concerned.

#### 10. **Notification of data security breaches.**

The Data Processor shall notify the DATA CONTROLLER, without undue delay, of any breaches of the security of the Personal Data under its responsibility of which it becomes aware, including all information relevant to the documentation and communication of the incident. The aforementioned notification must



be made by the Data Processor within a maximum period of 24 hours after becoming aware of the security breach.

If available, the DATA PROCESSOR shall provide at least the following information:

- 10.1.** Description of the nature of the personal data breach, including, where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned.
- 10.2.** The name and contact details of the data protection officer or other contact point where further information can be obtained.
- 10.3.** Description of the possible consequences of the personal data breach.
- 10.4.** Description of the measures taken or proposed to address the personal data breach, including, where appropriate, measures taken to mitigate its possible adverse effects.

If it is not possible to provide the information simultaneously, and to the extent that it is not, the information shall be provided gradually without undue delay.

#### **11. Subcontracting.**

The DATA CONTROLLER acknowledges and accepts that the Data Processor may subcontract certain services to other companies, whereby the subcontractors will process personal data on behalf of the Data Processor. To this end, the Data Processor expressly states that any company subcontracted by it will offer sufficient guarantees to apply appropriate technical and organizational measures, so that the processing complies with the requirements of the applicable data protection regulations and guarantees the protection of the rights of the data subject.

Subcontractors, who also have the status of Data Processors, are likewise obliged to comply with the obligations established in this document for the Data Processor and the instructions issued by the DATA CONTROLLER. It is the responsibility of the initial Data Processor to regulate the new relationship in accordance with Article 28 of the GDPR, so that the new processor is subject to the same conditions (instructions, obligations, security measures, etc.) and the same formal requirements as the initial Data Processor with regard to the proper processing of personal data and the guarantee of the rights of the data subjects.

In the event of non-compliance by the sub-processor, the initial Data Processor shall remain fully liable to the DATA CONTROLLER with regard to compliance with the obligations.

#### **12. Rights of data subjects.**

The DATA PROCESSOR shall assist the DATA CONTROLLER in responding to the exercise of the rights of data subjects (rights of access, rectification, erasure, objection, restriction of processing, data portability, and not to be subject to automated individual decision-making).

In this regard, the Data Processor shall immediately forward the request to the DATA CONTROLLER and, no later than within 7 calendar days of receipt, so that the DATA CONTROLLER can duly resolve said request.

#### **13. Duty to inform.**

It is the responsibility of the DATA CONTROLLER to provide the right to information at the time of data collection.

#### **14. Obligations of the CONTROLLER.**

The DATA CONTROLLER has the following obligations:

- 14.1.** To deliver to the DATA PROCESSOR the data to be processed in accordance with the provisions of this contract.
- 14.2.** To carry out an assessment of the impact on personal data protection of the processing operations to be carried out by the DATA PROCESSOR.
- 14.3.** To make the appropriate prior consultations.
- 14.4.** Ensure, prior to and throughout the entire processing, that the Data Processor complies with the GDPR and LOPDGG.
- 14.5.** Supervise the processing, including conducting inspections and audits.

#### **15. Responsibility for processing.**

The Data Processor undertakes to comply with the obligations set out in this Agreement and in current legislation in relation to this data processing assignment.

In accordance with the provisions of the applicable data protection regulations, if the Data Processor infringes the provisions when determining the purposes and means of the processing, it shall be considered responsible for the processing with respect to said processing.



Each of the Parties shall be liable for any administrative penalties imposed and for any damages caused by the breach of the obligations established by data protection legislation for each Party.

#### **16. Mutual duty of information.**

Both parties hereby inform each other that the contact details of the persons listed in the heading of this contract, as well as any other details collected during the course of the contractual relationship, will be incorporated into the files owned by each of the parties for the purpose of managing said relationship.

#### **17. End of processing**

Once the contracted service has been completed, the Data Processor must return to the Data Controller all personal data to which it may have had access, as well as any media or documents containing any personal data subject to processing, except for data that the Data Processor must retain for the periods provided for in the applicable legal provisions or for as long as liabilities may arise from its relationship with the Data Controller.

#### **18. Compliance guarantees**

Given that the Data Controller must ensure that the Data Processor meets the necessary guarantees for compliance with the provisions of current Data Protection regulations, the Data Controller reserves the right to request the results of the security audits and compliance reviews of current Data Protection regulations that the Data Processor must carry out within the established periods.

#### **19. Duration**

This Agreement shall enter into force upon signature and shall remain in force for an indefinite period, becoming null and void at any time when both parties so agree and upon prior written notice, or once the Data Processor has completed the tasks entrusted to it in this Service Agreement.

#### **20. Data Protection Representatives of the Parties**

The Personal Data of the individuals involved in the signing and execution of this Agreement on behalf of and/or for one of the Parties shall be subject to clause FOURTEEN - DUTY OF CONFIDENTIALITY AND DATA PROTECTION described in the commercial agreement.

#### **21. Nullity and Ineffectiveness of the Provisions**

If any clause of this Contract is declared, in whole or in part, null and void or ineffective, such nullity or ineffectiveness shall affect only that provision or the part thereof that is null and void or ineffective, with the Contract remaining in force in all other respects, and such provision, or the part thereof that is affected, shall be deemed not to have been included.

#### **22. Applicable law and competent jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Spain and shall be subject to the jurisdiction of the Courts and Tribunals of Santa Cruz de Tenerife.

#### **23. Notifications**

For the purposes of this Agreement and its annex, the parties designate the addresses listed in the section "The Parties" as their addresses for notifications.

Notifications shall be valid when made in writing by any means, including certified mail, registered mail, or email, provided that their content and receipt at the addressee's address can be verified.

If either party changes its address during the term of this Agreement or while obligations arising from it are pending, it shall notify the other party. The address designated for the purposes of this Agreement must be in Spain; changes of address to other countries are not permitted.

The Parties, having read the entire content of the preceding Agreement, which they find to be in accordance with their wishes, hereby ratify and sign it in duplicate, in the place and on the date indicated in the heading.

SIGNED: Mr. Lope Domingo Afonso Hernández  
SPET, TURISMO DE TENERIFE, S.A.

DATE: \_\_\_\_\_

SIGNED: Mr. Hugh O'Neal Mc Connell  
MMGY GLOBAL LLC.

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**CERTIFICATION OF ACCREDITATION****COMPLIANCE WITH PERSONAL DATA PROTECTION REGULATIONS**

MMGY GLOBAL LLC.

CIF 454094535

7309 W. 80th St. Suite 400, Overland Park - 66204 Kansas - United States

**CERTIFIES**

1. That it has been faithfully complying with the provisions of all applicable regulations and provisions on data protection, specifically EU Regulation 2016/679, the General Data Protection Regulation (GDPR), Organic Law 3/2018, of December 5, on the Protection of Personal Data and Guarantee of Digital Rights (LOPD-GDD), and other applicable legislation.
1. Specifically, it complies with **the following obligations imposed by the GDPR:**
  - 1.1. Adoption of appropriate security measures for the processing of personal data, including the following:
    - Pseudonymization and encryption of personal data (Art. 32.1 a) GDPR).
    - The ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services (Art. 32.1 b) GDPR).
    - The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident (Art. 32.1c) GDPR).
    - A process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing (Art. 32.1 d) GDPR).
  2. Establishment of a procedure for managing and reporting personal data security incidents (Art. 33.2 GDPR).
  3. An assessment of the impact on the protection of personal data must have been carried out, where legally required (Art. 35 GDPR).
  4. Where applicable, it has a Risk Assessment Report and the corresponding Security Report with security measures based on the type of data processed.
  5. Have data processor contracts signed with those suppliers who hold this status.
  6. Appoint a Data Protection Officer in the cases provided for in the GDPR (Art. 37 GDPR).
  7. Establish a procedure for managing the rights of those affected by the processing of personal data, such as access, rectification, erasure, objection, restriction of processing, portability, and not being subject to automated individual decision-making (including profiling), as well as notification to the data controller (Articles 15 to 22 of the GDPR).
  8. It has a protocol in place to carry out a series of periodic compliance checks.

S

(1) Mr. Hugh O'Neal McConnell  
Signed. MMGY GLOBAL LLC.

*\*\* The undersigned acknowledges that he/she has sufficient legal capacity to represent MMGY GLOBAL LLC. in this matter.*

DATE: \_\_\_\_\_

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