

AGREEMENT
BETWEEN EL INSTITUTO DE CONTABILIDAD Y AUDITORÍA DE CUENTAS
AND
THE PUBLIC COMPANY ACCOUNTING OVERSIGHT BOARD
ON THE TRANSFER OF CERTAIN PERSONAL DATA

I. DEFINITIONS

For the purpose of this Agreement:

"Personal data" means any information relating to an identified or identifiable natural person ("data subject"); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;

"Processing of personal data" ("processing") means any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;

"The EU data protection authority" means the competent data protection authority in the territory in which the EU competent authority is established, that is, the Spanish Data Protection Agency;

"Third party" means any natural or legal person, public authority, agency or any other body other than the data subject, the ICAC, the PCAOB, and the persons who, under the direct authority of the above, are authorized to process the data;

"Controller" means, in the case of personal data processed in the EU and transferred to the PCAOB, the ICAC [or/and the audit firm], or the PCAOB which alone or jointly determines the purposes and means of the processing of personal data;

"Processor" means a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the controller;

"Sensitive data" means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership and data concerning health or sex life and data relating to offences, criminal convictions or security measures in relation to individuals.

"Party" or "Parties" means the Public Company Accounting Oversight Board ("PCAOB") in the U.S. and/or the Instituto de Contabilidad y Auditoría de Cuentas ("ICAC") in Spain.

"Data Protection Directive" means Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

"Statement of Protocol" ("SOP") means the document by that name, dated 16 July, 2012 and agreed upon by the Parties to facilitate cooperation and the exchange of information.

II. DATA PROCESSING PRINCIPLES

The Parties agree that the transmission of personal data by the ICAC to the PCAOB shall be governed by the following provisions:

1. Purpose limitation: While the PCAOB and the ICAC may transfer information received in the course of cooperation to other entities in accordance with the process established in Article V(D) of the SOP (as noted in paragraph 7 below), personal data transmitted by the ICAC to the PCAOB may be processed by the PCAOB only for the purposes permitted or required by the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act") and any rules or regulations promulgated thereunder, i.e., for the purposes of oversight, inspections and investigations of registered auditors or audit firms and their associated persons subject to the regulatory jurisdiction of the PCAOB and the ICAC.

2. Data quality and proportionality: Each party will endeavour to ensure that it transmits to the other party personal data that is accurate. Each party will inform the other party if it learns that previously transmitted information was inaccurate and/or must be updated. In such case the other party will make any appropriate corrections in its files.

The parties acknowledge that each party primarily seeks the names, and information relating to the professional activities, of the individual persons who were responsible for or participated in the audit engagements selected for review during an inspection or who play a significant role in the firm's management and quality control (the "Auditor Information").

Such information would be used by the PCAOB in order to assess the degree of compliance of the registered accounting firm and its associated persons with the Act, the securities laws relating to the preparation and issuance of audit reports, the rules of the PCAOB, the rules of the SEC and relevant professional standards in connection with its performance of audits, issuance of audit reports and related matters involving issuers (as defined in the Sarbanes-Oxley Act).

Such information would be used by the ICAC in order to assess the degree of compliance of the registered auditor or audit firm with the Consolidated Text of the Act on Auditing, any regulations developed pursuant to the Act on Auditing and the relevant professional standards in connection with its performance of audits and issuance of audit reports.

The Parties agree that providing the Auditor Information to the PCAOB in the context of the Sarbanes-Oxley Act is adequate, relevant and not excessive in relation to the purposes for which it is transferred and further processed. The disclosure of other types of personal data, if requested by the PCAOB, shall be considered by the ICAC on a case by case basis.

The personal data must be kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data were collected or for which they are further processed, or for such time as otherwise required by applicable laws, rules or regulations or the internal policies applicable to the Party.

3. Transparency: The ICAC will provide to data subjects information relating to the transfer and further processing of personal data as required by the Data Protection Directive and the

data protection law of Spain: the Act 15/1999, 13th December on Data Protection.¹ The Parties acknowledge that the purpose and use by the PCAOB of the personal data are set forth in the Sarbanes-Oxley Act, as further described in **Appendix I**.

4. Security and confidentiality: The Parties acknowledge that in **Appendix II**, the PCAOB has provided information describing technical and organisational security measures deemed adequate by the Parties to guard against accidental or unlawful destruction, loss, alteration, disclosure of, or access to, the personal data.

The PCAOB agrees to update the information in **Appendix II** if changes are made to its technical and organisational security measures that would weaken the protection provided for personal data.

Any person acting under the authority of the data controller, including a processor shall not process the data except at the data controller's request.

5. Rights of access, rectification, objection or deletion: The Parties acknowledge that the transfer of personal data would occur in the context of the PCAOB's exercise of its official regulatory authority pursuant to the Sarbanes-Oxley Act of 2002, and that the rights of data subjects to access personal data held by the PCAOB therefore may be restricted in order to safeguard the PCAOB's ability to monitor, inspect or otherwise exercise its regulatory functions with respect to the audit firms and associated persons under its regulatory jurisdiction. However, a data subject whose personal data has been transferred to the PCAOB may request that the ICAC identify any personal data that has been transferred to the PCAOB and request that the ICAC confirm with the PCAOB that the data is complete, accurate and, if applicable, up-to-date and the processing is in accordance with the data processing principles in this agreement. If the data turns out to be incomplete, inaccurate or outdated or the processing is not in accordance with the data processing principles in this agreement, the data subject has the right to make a request for rectification, erasure or blocking the data, through the ICAC.²

6. Sensitive data: Sensitive data shall not be transferred by the ICAC to the PCAOB except with the consent of the data subject.

7. Onward transfer: In the event that the PCAOB intends to transfer any personal data to a Third Party (except the U.S. Securities and Exchange Commission when the onward transfer is for the purposes foreseen in article V. C. 1 and 2 of the SOP), the PCAOB shall comply with the process set forth in Article V (D) of the SOP. It shall be the responsibility of the ICAC to provide relevant information to the data subject, if required by EU or Spanish law.

8. Redress: The Parties acknowledge that the PCAOB has provided information set forth in **Appendix III**, describing the consequences for the unlawful disclosure of non-public or confidential information. Any suspected violations of the Sarbanes-Oxley Act or the Board's

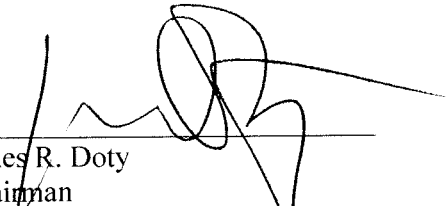
¹ The ICAC has informed the PCAOB of the ICAC's responsibilities under the Spanish Law on Data Protection, the Act 15/1999, 13th December as well as the fact that there are exceptions to those responsibilities in Article 5.5 of that Act and Article 43 of the Consolidated Text of the Act on Auditing, approved by Royal Legislative Decree 1/2011, 1st July, when the ICAC transfers data to foreign audit regulators.

² The ICAC has informed the PCAOB that the ICAC must follow the procedures established in the Royal Decree 1720/2007, 21st December, that approves the By-laws promulgated under the Act 15/1999, 13th December on Data Protection regarding right to access, rectification, objection or deletion of personal data transferred by the ICAC to the PCAOB.

rules (including its Ethics Code) may be reported to (1) the PCAOB Officer of Internal Oversight and Performance Assurance (“IOPA”); (2) the PCAOB Center for Enforcement Tips, Complaints and other Information, both of which are further described in **Appendix III**, through the PCAOB web site or by telephone, or (3) the U.S. Securities and Exchange Commission.


III. SUSPENSION OF TRANSFER OF PERSONAL DATA

The parties may decide to suspend the transfer of personal data according to their respective legislation.¹³



James R. Doty
Chairman
Public Company Accounting
Oversight Board

Date: 9 July 2012



Ana María Martínez-Pina
La Presidenta
Instituto de Contabilidad y Auditoría de Cuentas

Date: 16 julio 2012

¹³ The ICAC has informed the PCAOB of its authority under article 70.3 of the Royal Decree 1720/2007, 21st December that approves the By- Laws promulgated under the Act 15/1999, 13th December on Data Protection, to suspend its transfer of personal data to the PCAOB in specific cases where: a. there is a substantial likelihood that the data protection principles established in this Agreement are being infringed, or b. there are reasonable grounds for believing that the other party is not taking or will not take adequate and timely steps to resolve the violation; or c. the continuing transfer would create an imminent risk of grave harm to data subjects and the party transferring the data has made reasonable efforts in the circumstances to provide the party receiving the data with notice and an opportunity to respond, but that any suspension would cease as soon as the PCAOB complies with the data protection principles established in this Agreement.