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### General Terms and Conditions for the Provision of Services to the Cepsa Group

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# General Terms and Conditions for the Provision of Services to the CEPSA Group

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### General Terms and Conditions for the Provision of Services to the Cepsa Group

#### 1. PURPOSE

This document sets out the general terms and conditions between companies in the Cepsa Group (hereinafter, Cepsa) and the counterparty (hereinafter, the Service Provider), (jointly, the Parties), in connection with the provision of services and/or works, as applicable, whether in the form of a Contract (hereinafter, the Contract) or Order (hereinafter, the Order).

#### 2. SCOPE OF APPLICATION

These General Terms and Conditions for Provision of Services (GTC) apply to all Contracts and Orders entered into by the companies belonging to the Cepsa Group.

Exceptions to any of these GTC provided by the Service Provider shall be valid only if requested, in writing, and accepted in the same way by Cepsa.

Any exceptions agreed in accordance with the above shall only apply to that specific Contract or Order and may not be extended to other past or future Contracts or Orders.

General Terms and Conditions of the Service Provider shall not apply in any circumstances, nor any conditions, specifications or similar terms that the Service Providers may include under their work certificates, invoices or generally any documents exchanged between the parties by virtue of the Order or Contract, which contradict the provisions of these GTC.

#### 3. BIDDING PROCESS

The Service Provider shall submit its bid in accordance with the provisions of the relevant invitation to tender issued by Cepsa.

Cepsa reserves the right to reject the bid and Service Provider shall not be entitled to receive any right compensation.

Unless a different period is specified in the invitation to tender, Service Provider's bid shall be valid for thirty (30) days from the date of receipt by Cepsa.

Cepsa shall not bear any costs or expenses arising from or relating to the submission of the bid by the Service Provider.

#### 4. FORMALIZATION OF ORDERS AND CONTRACTS

All Service Providers of services to Cepsa shall be registered in the Cepsa system of registration and approval, as indicated in: <https://www.cepsa.com/es/pie/proveedores>, prior to the formalization of any contract or order.

Bids accepted by Cepsa shall be formalized through the corresponding Contract or Order. Any amendment to the provisions therein should be made in writing.

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Contracts or Orders sent by Cepsa are deemed to be duly accepted by the Service Provider, unless written communication to the contrary is received within seven (7) days following the date of submission.

Acceptance of the Order by the Service Provider also entails acceptance of all these GTC, which are an integral part thereof. Similarly, the total or partial performance of services by the Service Provider implies acceptance of these GTC and the Order placed.

The Service Provider may only commence the provision of the Services upon receipt of the Order issued by Cepsa. In case of Contracts, the Order may only be issued after the execution of the Contract.

Contractual documentation comprises the following documents:

- The accepted Contract or Order by which the tender is awarded;
- Standards, material and equipment requisition or technical specifications, where applicable;
- The quality plan, where applicable;
- Special conditions, where applicable;
- These GTC.

In case of contradiction between any of the documents in the contractual documentation, prevalence shall be given as indicated in the order stated above, unless explicitly stated otherwise by Cepsa.

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### 5. SERVICE CONDITIONS AND ACCEPTANCE

Services will be rendered as set forth under the contractual documentation and shall not be subject to changes and/or amendments, unless expressly accepted by Cepsa.

The Order shall specify the correspondent schedule and the conditions for performance of the services, as well as any applicable documents to be included in the scope of the Order, if any.

Cepsa may vary the schedule for execution of the services or works. Cepsa and the Service Provider shall jointly set a new schedule to implement. If the Parties fail to reach an agreement, the Service Provider shall implement the variation, without prejudice to its right to issue the corresponding claim in accordance with clause 30.

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### 6. ALLOCATION OF MEANS

The Service Provider shall take all necessary measures to ensure that its personnel carry out the required tasks for the performance of the services or works and shall organize the work accordingly to comply with the schedule and duly coordinate and supervise such services or works.

If applicable, Cepsa shall grant the Service Provider access to its premises and facilities, subject to acceptance by the Service Provider of all internal Cepsa security procedures, in order to enable the Service Provider to provide the services or perform the work under the Contract or Order.

The Service Provider may not use the equipment and tools owned by Cepsa without the Cepsa's express authorization.

Cepsa reserves the right to require the Service Provider to replace personnel that Cepsa, with good and reasonable cause, considers to be unfit to perform their duties, and the Service Provider must provide replacements within a maximum period of seven (7) calendar days from the date the Service Provider is notified by Cepsa. In the event that the Service Provider has to replace such personnel, Service Provider shall

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indemnify and hold Cepsa harmless from any claim that may be issued by such Service Provider's personnel against Cepsa.

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### 7. CAPACITY AS AN INDEPENDENT CONTRACTOR

To carry out the services or works under the Order or Contract, the Service Provider, as an independent contractor, will allocate the necessary personnel with the required qualifications (training and experience), which will, for all legal purposes, report exclusively to the Service Provider.

By signing this Order or Contract, the Service Provider shall be obliged to submit to Cepsa a certificate issued by the correspondent tax office containing proof of being up to date with all contributions and premiums for their personnel. Said certificate must be renewed on a quarterly basis.

The Service Provider will be responsible for payment of salaries and other expenses resulting from the performance of the services or work contracted, in compliance with that required by current labor legislation in relation to such services. In addition to the obligations described in the preceding paragraphs, the Service Provider shall be obliged to strictly enforce all labor standards on staff recruitment, classification, membership and contributions to Social Security. Cepsa will be entitled to request evidence of having met such obligations at any time.

The Service Provider shall be liable for damages that may be caused to Cepsa facilities or staff due to the fault or negligence of the Service Provider or its personnel. The Service Provider shall also be liable for damages that may be caused to third parties, and in no event shall Cepsa be held responsible.

The Service Provider undertakes to comply with all labor obligations as regards its personnel and all general tax, administrative and occupational health obligations and those concerning the prevention of occupational hazards for which it is the principal according to the law in force.

The Service Provider undertakes to comply and ensure that its employees and any duly authorized subcontractors comply, with procedure PR-231 concerning "the access of people and vehicles to Cepsa facilities" (applicable to facilities in Spain with controlled access). In particular, the Service Provider shall provide Cepsa with any documentation that may be requested under the terms and conditions contained in said procedure before any work begins. Likewise, the Service Provider agrees to renew this documentation periodically when it expires, including adding and removing documentation related to the workers assigned to the contract, as well as accrediting the specific training indicated in the aforementioned procedure.

Upon commencement of the Contract or Order, the Service Provider shall provide Cepsa with a POSITIVE certificate from the State Tax Authorities showing it to be up to date with its tax obligations. The certificate must have been issued in connection with the contracting of services by Cepsa. Said certificate must be renewed periodically, in the terms indicated in the aforementioned PR-231. In Cepsa's premises that are not included under such procedure, such as pump stations in Spain, this certificate must be presented at least once a year.

Failure to comply with any of the above obligations shall entitle Cepsa to withhold any amount owed that is pending payment, until such obligations are met.

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### 8. SAFETY AND QUALITY ISSUES

#### 8.1. Coordination of business activities for the Prevention of Occupational Hazards

The Service Provider undertakes to comply and ensure that all workers who are assigned to the contracted services comply, with the laws, standards and recommendations in force and applicable on the prevention

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of occupational hazards. It further undertakes to comply with the safety measures referred to in any occupational risks programs that Cepsa may have agreed with third parties (additional programs) and with PR-351 "Measures applicable to service companies for safety breaches", which defines the measures to be taken in accordance with the principles of equity and proportionality that apply to the companies that provide services at Cepsa's facilities, their subcontractors, if any, and the contractor is responsible for the breaches of its subcontractors. Furthermore, the service company is responsible for ensuring that its employees and subcontractors are aware of the measures described in said procedure, disseminating and enforcing them at all times.

In compliance with the mandate on Coordination of Business Activities, pursuant to Article 24 of the Law on Prevention of Occupational Risks and Royal Decree 171/2004 that further develops it, Cepsa shall provide the Service Provider with a written Risks Assessment of the facilities in which the service will be carried out. Likewise, Cepsa shall provide the Service Provider with other information relating to the risks inherent to its activity and with any necessary and appropriate instructions in relation to protection and prevention, as well as in relation to measures that apply in emergencies, all in reference to the aforementioned facilities.

The Service Provider shall submit the necessary information on the risks of its activity with the appropriate measures for their control in relation to the work to be carried out in the aforementioned facilities.

The Service Provider will take into account the information and instructions received regarding Risks Assessment and the Prevention and Preventive Activity Plan for the contracted service and undertakes to transfer such information and instructions to each of the workers who are assigned to the provision thereof, as well as to any companies and freelancers that may be sub-contracted, if this possibility is authorized by Cepsa.

The Service Provider shall provide the Risks Assessment report for the contracted service and prove to Cepsa in writing that it has implemented the Prevention and Preventive Activity Plan and has passed the abovementioned information and instructions on to each of the workers assigned to the service prior to its commencement and given them the necessary training corresponding to the risks arising from the service.

In addition to the provisions of the previous paragraph, the Service Provider shall provide any other appropriate documentation in this regard as set out in the aforementioned PR-231, which the Service Provider declares to understand, concerning access of people and vehicles to Cepsa facilities. In the case of Service Stations, Gas Centers, Fishing Fuel Stations and any other facility excluded from PR-231, the procedure in force at that time shall apply, based on obtaining and presenting a Safety Passport.

The Service Provider shall be responsible for providing its personnel with the appropriate clothing, equipment and PPE for the work and all the resources required for executing said work and which, as required by law or by the Cepsa's safety regulations, must be used to prevent accidents, as well as any other personnel expenses. Such resources may include fire extinguishers, gas detectors, etc.

The Service Provider shall be responsible for organizing the safety measures related to the scope of its work and shall designate a person or persons who will coordinate preventive activities, in accordance with the provisions of Royal Decree 171/2004, including the required training. It is mandatory for each of the Service Provider's personnel assigned to the provision of the service contracted to receive Safety training upon arrival, before commencement of the service whenever this is a requirement at the center where services are to be provided.

During the works carried out in the Energy Parks or construction sites, the Service Provider will provide Safety Technicians based on the number of workers of the service company working in Cepsa's premises. The following number of Senior Occupational Risk Prevention Technicians (TSPRL) will be required. These Technicians must specialize, at least, in Safety, and work on-site at the facility:

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- From 1 to 30 workers: 1 senior technician
- From 31 to 60 workers: 2 senior technicians
- From 61 to 120 workers: 3 senior technicians
- From 121 to 180 workers: 4 senior technicians

Above 180 workers, 1 TSPRL [*senior Technician on Occupational Risk Prevention*] will be added for every additional 60 workers.

The required number of safety officers must remain on site during all working hours, and the same ratios shall apply for shift work and overtime.

### 8.2. Safety

The Service Provider is responsible for strict compliance with Cepsa's safety measures by its employees and subcontractors. Specifically, the Service Provider and its employees undertake to comply with the work safety plans it submits to Cepsa and to perform the assigned tasks in accordance with the general safety regulations, standards and procedures, as well as those specific to the center for which its services have been contracted.

Compliance with the latest version of Cepsa's general and specific standards, specifications and procedures is mandatory. If the Service Provider does not have some of the applicable documents, it must request them from Cepsa. Likewise, the Service Provider undertakes to transmit this documentation to its employees and subcontractors in order to provide them with the necessary information to safely perform their work.

The Service Provider undertakes to comply with Cepsa's Lifesaving Rules, as defined in PR-070 "Procedure on the application of lifesaving rules", which are key actions to prevent fatal injuries. Likewise, it undertakes to transmit these Lifesaving Rules to its employees, ensuring that they understand them, as well as the guidelines that apply in the event of non-compliance in applying these rules.

The Service Provider shall be responsible for ensuring that the Work Permits include an accurate description of the work to be carried out, an adequate risk analysis and controls. In addition, it will ensure that these risks are conveyed to all workers involved in the project through the service company's Execution Supervisor. Likewise, the Service Provider shall place special emphasis on completing the work, and not leaving any permit unjustifiably suspended.

In the case of Service Stations, Gas Centers, Dock Fuel Stations and any other facility where there are projects that do not require Work Permits, the Service Provider shall be responsible for following the procedures in force to carry out an adequate risk analysis and the necessary controls for said risk.

Cepsa will audit the application of the work permit system in order to ensure that they correctly reflect the tasks to be performed, the risk analysis is adequate and these risks have been conveyed to all workers involved through the service company's Execution Supervisor. The performance of such audits by Cepsa in no case releases the Service Provider from the responsibility of correctly managing work permits.

The Service Provider undertakes to maintain all workspaces in perfect conditions and cleanliness, both during the execution of the work and at the end of the work. In the event that the work is completed and the Service Provider leaves the area dirty and/or untidy, Cepsa may request that the Service Provider or its subcontractor to clean the area at its own expense, and the Service Provider shall be obliged to do so as soon as possible.

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With regard to any safety incidents that may occur, the Service Provider undertakes to:

- Immediately inform Cepsa, on the same day it occurs, of any incidents or unsafe situations that arise during the course of their work.
- Immediately inform Cepsa, on the same day it occurs, of any accidents involving its own or sub-contracted personnel.
- When required, collaborate with Cepsa personnel in the investigation in order to clarify what happened.
- Investigate occupational accidents in its area, sharing information in this regard with Cepsa.

As part of its preventive activity, Cepsa carries out preventive actions in a planned manner and for all personnel aimed at improving health and safety conditions in the work carried out at its facilities, such as Preventive Safety Observations (PSO), work permit audits, preventive safety inspections, etc.

The use of chemical products not previously authorized by Cepsa is not permitted. Any compound or chemical product to be used by a Service Provider in a Cepsa work center must be reported to the person in charge of the Requesting Unit prior to being brought into the center, so that they may authorize it. For this purpose, the Service Provider shall provide the corresponding Product Safety Sheet in order to receive the respective authorization for the use of unauthorized chemical products.

### **8.3. Measuring safety performance**

Cepsa will periodically evaluate its Service Providers' safety performance in order to identify possible actions for improvement and promote a safe working environment.

Safety performance will be measured based on the following aspects, among others: Compliance with Cepsa's safety regulations, coordination of business activities, compliance with the "work permit" system and proactive collaboration with Cepsa.

In the event that serious safety deficiencies or breaches are identified, Cepsa reserves the right to take the necessary measures, from requesting action plans, imposing sanctions or even terminating the contract, in accordance with the corresponding clauses.

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## **9. ACCEPTANCE OF THE SERVICE OR WORK**

### **9.1. Acceptance of services.**

Once each service has been completed, the Service Provider shall seek the approval of Cepsa, specifying the completion date and any observations that may be necessary.

The completion of any service shall include correcting defects and collecting waste materials and tools from the work area, which must be left clean and tidy. The Service Provider shall be responsible for any incidents, including accidents that may occur as a result a breach of the provisions set out under this section.

If the service is rejected, for good cause, it shall be deemed not to have been provided unless both parties agree otherwise.

Cepsa reserves the right to accept the service with defects provided the Service Provider has granted a reduction of the price based on the defect found.



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## 9.2. Acceptance of the work

### 9.2.1. Practical Completion

The Service Provider may request the issuance of the practical completion certificate provided that the following conditions have been met:

- a) The work is fully completed in accordance with the contractual documentation.
- b) The work complies with all regulations in force.
- c) The Service Provider has delivered all required documentation in accordance with the Order or Contract.
- d) The Service Provider has delivered all spare parts, special tools, accessories, software, etc. required in accordance with the Order or Contract.
- e) The site and the area affected by the Service Provider are in perfect conditions regarding order and cleanliness, and the auxiliary means have been removed.
- f) The work can be occupied and made available for use without jeopardizing the safety of any person or the protection of the environment.
- g) The Service Provider has delivered the required bank guarantees in accordance with the Order or Contract.
- h) The Service Provider has paid any amounts owed to Cepsa.
- i) The Parties have negotiated a settlement agreement.

Cepsa, within fifteen (15) calendar days following receipt of the Service Provider's request, may: (i) issue the practical completion certificate; or (ii) reject the Service Provider's request, stating the reasons for such rejection and, if applicable, indicating which of the conditions set forth in this paragraph are not met. For these purposes, the Service Provider must remedy any non-compliances detailed by Cepsa before issuing a new request for the issuance of the practical completion certificate.

The practical completion certificate shall not relieve the Service Provider of any subsequent obligations under the terms of the established bank guarantees.

### 9.2.2. Final Completion

The Service Provider may request the issuance of the final completion certificate provided that the following conditions have been met:

- a) One (1) month has elapsed since the end of the warranty period (or any extended warranty period for remedied defects);
- b) The Service Provider has fully complied with the obligations set forth in the Order or Contract;
- c) There are no disputes between the parties.

Cepsa, within fifteen (15) calendar days following receipt of the Service Provider's request, may: (i) issue the final completion certificate; or (ii) reject the Service Provider's request, stating the reasons for such rejection and, if applicable, indicating which of the conditions set forth in this section are not met. For these purposes, the Service Provider must remedy any non-compliances detailed by Cepsa before issuing a new request for the issuance of the final completion certificate.

Notwithstanding the foregoing, the Service Provider shall be liable for hidden defects or construction defects in accordance with the applicable regulations, including those set forth in Article 1591 of the Civil Code or those set forth under the Spanish Building and Construction Law, with the time limits set forth therein.

## 9.3. Warranty period



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The warranty period, unless otherwise specified in the Order or Contract, shall last for twelve (12) months from the issuance of the practical completion certificate or from the date of approval of Cepsa for services as set forth under clause 9.1. hereabove.

Within the warranty period, the Service Provider agrees to promptly perform, without cost to Cepsa, all repairs and corrections necessary and arising from poor delivery of services or execution of the contracted work. The warranty period shall be discontinued for the duration of the repairs or corrections, and re-warranted for an additional warranty period of twelve (12) months.

If the Service Provider fails to remediate or within a reasonable period of time, Cepsa may, at its sole discretion, remedy such defects and the back charge any costs in full to the Service Provider.

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### 10. PRICES

The prices established in the Contracts and/or Orders formalized are fixed, non-scalable and not subject to review and include, in all cases, the cost of execution of the Service, as well as overheads and the industrial benefit of the Service Provider.

They also include all factors, circumstances and characteristics of the study and execution of the Contract and/or Order, and therefore the Service Provider is not entitled to claim any additional expense, reimbursement or compensation.

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### 11. PAYMENT AND BILLING CONDITIONS

Payments will be made upon submission by the Service Provider of the corresponding invoice, unless a self-billing procedure is followed as set out below, in accordance with the payment milestones in the Contract or Order.

All invoices shall contain data identifying the Service Provider and Cepsa, in accordance with legal requirements, as well as the number of the Order or Contract.

It must also include a breakdown of VAT or other taxes, in accordance with regulations.

In the event that Cepsa issues the corresponding order through the SAP Ariba platform, all invoices must be sent by the Service Provider to the following address:

<https://supplier.ariba.com/>

All manuals for registration and use of the SAP Ariba platform to carry out all commercial transactions with Cepsa are available at the following address:

<https://www.cepsa.com/es/pie/proveedores/sap-ariba>

For all other orders, the Service Provider must send the invoices to the following address:

[facturas\\_cap@cepsa.com](mailto:facturas_cap@cepsa.com)

Payments are to be made through confirmed bank payment (confirming) or by other means as from sixty (60) days following the date of receipt of the services provided to Cepsa's satisfaction.

The Service Provider shall supply its bank details for direct debit. An electronic self-billing procedure will be established, whereby Cepsa will generate monthly invoices payable to the Service Provider corresponding

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to the services rendered in accordance with that agreed in the Electronic self-billing procedure the parties shall sign to that end.

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### 12. TAXES

The Service Provider shall bear the cost of all taxes on its business in accordance with current legislation. The Service Provider shall include in its invoices, if any and as applicable, Value Added Tax (VAT) or the Canary Island General Indirect Tax (IGIC) for its services in the Canary Islands, and is required to comply with all material or formal obligations set forth by the Tax Authorities and imposed on every taxpayer by the Law on applicable tax and other provisions.

In the case of non-resident Service Providers, the corresponding deduction will be applied to the amount of the invoice in accordance with current legislation. In the event that a Double Taxation Treaty applies, the Service Provider shall provide, prior to the payment date of any invoice, and on an annual basis, a tax residence certificate issued by their country of residence, with express reference to the applicable treaty and its current validity (currently one year from the date of issue).

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### 13. WARRANTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER

The Service Provider guarantees to Cepsa that:

- a) The services meet the requirements, scheduled dates, specifications and any other description set forth under the contractual documentation.
- b) The services meet all contractual requirements and those that may be legally required in terms of quality, prevention of workplace hazards and environmental protection, especially in compliance with Royal Decree 1215/1997 where applicable.
- c) Any goods used by the Service Provider for performing the service are free of visible or hidden defects. In addition, the Service Provider secures the services against any defect or error in the design, execution and materials used during the guarantee period, if any, as stated in the applicable Contract or Order.
- d) For work carried out by the personnel of the Service Provider in Cepsa facilities or facilities of third parties for services contracted by Cepsa, the Service Provider and its personnel shall comply with all applicable laws regarding Prevention of Occupational Hazards.

The Service Provider shall defend, indemnify and hold Cepsa harmless from any loss, costs, damages or expenses resulting from a breach of its contractual obligations by the Service Provider or its providers, contractors, employees, agents or any natural or legal person with whom it has entered into a commitment of any nature.

The Service Provider shall indemnify Cepsa and hold it safe, free of any costs, against any claim or action for infringement of industrial or intellectual property rights arising from the services or works.

The Service Provider shall defend, indemnify and hold Cepsa harmless from and against any loss, costs, expenses or liabilities caused to Cepsa as a result of any action, claim or demand from any third parties arising as a result of the services or works. Cepsa reserves the right to take part in the defense against such actions, claims or demands or, if it so decides, to undertake such defense, using its own legal counsel.

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The Service Provider shall indemnify Cepsa and hold it harmless from any damage or expenses which, owing to the liability imposed by law, may be incumbent on it, as well as from any damages caused by injury or death of any person or persons whomsoever, and/or from any damage to property, whoever it belongs to, that may arise as a result of the provision of services or performance of the services or the work contracted by Cepsa.

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### 14. BANK GUARANTEES

Cepsa may, at its discretion, require the Service Provider to provide the following bank guarantees:

- Bid guarantee, to guarantee the Service Provider's compliance with the terms of the bid.
- Advance payment guarantee for advance payments in cases where, according to the Order and/or Contract, Cepsa has made an advance payment to the Service Provider. The amount of the guarantee will equal the amount of the advance payment made by Cepsa, and the validity period shall be specified therein.
- Performance guarantee to ensure compliance with the obligations arising from the provision of services or carrying out the work valid until the reception of the service and/or the issuance of the corresponding final acceptance certificate.

The bank guarantees shall be in accordance with those provided by Cepsa to the Service Provider during the bidding process.

In the event that the price is increased by an amount greater than ten percent (10%) of the initial price, the Service Provider shall be obliged to deliver, within fifteen (15) days from the price increase, a new bank guarantee taking into account such increase.

Failure to deliver the required bank guarantees in due time or form is a breach of contractual obligations and entitles Cepsa to proceed with the suspension of payments.

Furthermore, failure to maintain in force any of the bank guarantees shall entitle Cepsa to enforce the guarantees as a precautionary measure until such breach has been remedied.

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### 15. INSPECTION AND QUALITY

Cepsa, through its authorized representatives, reserves the right to inspect the services provided by the Service Provider and/or subcontractors. This inspection does not relieve the Service Provider of responsibility for providing the services in strict accordance with the specifications and applicable legal requirements, or of any obligations under the guarantees committed to.

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### 16. COMPENSATION

The Service Provider expressly authorizes Cepsa to offset any amounts that are owed to Cepsa for any item under this Order and/or Contract, with any amount or amounts that Cepsa and/or any other Group Company owes to the Service Provider or any other company in the Service Provider's group, under this or any other contract signed, and hereby authorizes them to make the appropriate transfers to this effect.

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### 17. ENVIRONMENTAL RESPONSIBILITY

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The Service Provider shall maintain a firm commitment in terms of safety, health, quality and respect for the environment.

The Service Provider will perform its activity according to best practices, complying with internationally accepted standards regarding safety, health, quality and the environment, and respecting and abiding by the laws, rules and regulations applicable in each case, according to the place where the activity is performed. In any the Service Provider undertakes to maintain a preventive stance and promote initiatives to encourage greater environmental responsibility and make efficient use of natural resources to minimize its environmental impact. It must also have remedial measures in place to mitigate any damage and restore the status quo.

Throughout the term of any contract in the Plant, the Service Provider shall comply, and ensure that its subcontractors fully comply, with all safety, health, quality and environmental standards.

The Service Provider shall report, expressly and continuously throughout the term of the Order or Contract, any issues relating to safety, health, quality and the environment, and accepts full responsibility for any adverse effects arising from its actions, omissions or negligence in such matters.

Any compound or product to be used by a Service Provider in a Cepsa work center must be brought to the attention of the person responsible for the requesting unit prior to its introduction into the center for it to be authorized. This must be reflected in the service contract with express reference to the approximate quantities to be used and the uses for which it is permitted. For this purpose, the Service Provider must provide the corresponding Product Safety Sheet.

It is not permitted to use compounds or products that have not been previously notified or authorized for Cepsa installations.

The authorized use of these compounds or products, as well as any work performed on CEPSA installations, entails a number of factors and regulations to be met by the Service Provider:

- Care should be taken to ensure that containers remain open or exposed to the sun for as short a time as possible, especially if they are highly volatile products.
- All measures shall be taken to prevent the contamination of other materials, residues or objects.
- Empty containers, gas cylinders or any type of waste generated by the activity of the Service Provider, except for urban waste, shall be removed and managed by the Service Provider, complying with the regulations applicable to them. Hazardous waste generated by the Service Provider's activity and therefore of its ownership, must be handled and packaged in areas equipped to prevent spillage onto the soil.
- Urban waste generated by the staff during the time they remain on Cepsa installations will be deposited in the corresponding containers following Cepsa rules and instructions.
- All necessary measures should be taken to prevent soil spillage and/or drainage into the networks, especially of rainwater.
- Any product spillage must be communicated immediately to the Cepsa-assigned responsible person, and no water should be added and you should not act on your own.
- If the work itself is associated with the generation of wastewater or emptying liquids with agents or cleaning chemicals, or product remains and these have been authorized to be treated at the wastewater plant of the installation, the Plant Manager must be notified beforehand so that it can be done in a scheduled manner. There are a number of compounds that cannot be discharged into the drainage network for treatment at the plant's wastewater plant. These are: Chlorine and its derivatives, detergents, caustic soda without neutralizing, strong acids without neutralizing, biocides in general, heavy metals and non-biodegradable compounds.

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- Order and cleanliness in the work area must be maintained at all times. The Service Provider must remove the surplus materials daily. After completion of the work or duration of the contracted service, the area must be completely clean and not left with any surplus materials.
- The Service Provider shall segregate the waste generated by its activity correctly and dispose of it by its own means in the places intended for this purpose. Failure to carry out this waste segregation may lead to a financial penalty for the Service Provider responsible, which will be set based on the impact of the fault and its recurrence. The Service Provider shall inform the Environmental Protection department of the waste they expect to generate so that it can provide the most appropriate management.

### 18. INSURANCE

Throughout the term of this Order or Contract, the Service Provider has taken out or undertakes to take out and keep in force any Insurance Policies indicated in the following sections that may apply based on the contracted services, which must be taken out with creditworthy insurance companies that are acceptable to Cepsa and undertakes to ensure that its subcontractors take out and maintain equivalent insurance. Whenever applicable, these policies will include Cepsa and its subsidiaries as an additional policyholder without losing the status of a third party:

- a) Accident insurance as appropriate, covering all employees and subcontractors' employees assigned to the services, with coverage that meets the minimum legal requirements in this regard and/or the provisions of applicable collective bargaining agreements, as well as all legally mandatory insurance.
- b) Compulsory and voluntary Civil Liability Insurance for vehicles and/or machinery, according to the conditions required by legislation in force and within the contractually mandatory compensation limits in compliance with the legislation in force at the time the Order or Contract was formalized.
- c) Civil Liability Insurance for the minimum amount detailed in each Contract or Order, with unlimited Employer's Liability and with a minimum limit, if any, of THREE HUNDRED THOUSAND EUROS (€300,000) per victim.

This insurance must cover the Service Provider's liability arising from any material or personal damages or injuries and their consequences caused to Cepsa or other third parties, without prejudice to these third parties having file a claim directly against Cepsa, according to the following coverages:

- General or Operating Civil Liability
- Employer's Civil Liability
- Civil Liability arising from vehicles and machinery (in addition to the vehicle insurance).
- Post-works Civil Liability
- Cross Civil Liability between insurance holders
- Professional Civil Liability
- Civil Liability for accidental pollution
- Civil Liability arising from transport, loading and unloading
- Any other Civil Liability that may arise from the execution of this Order and/or Contract

This insurance must cover any liability arising from the Order or Contract, until the end of the guarantee period and final acceptance. Subsequently, it must also cover any liability of the Service Provider deriving from this Order/Contract that may be legally required.

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These insurances should consider Cepsa to be a third party in connection with the Service Provider (Cross-Liability) and will be considered primary over any other insurance for civil liability, property damage or loss of profit contracted by Cepsa. Consequently, if any damage occurs that is covered by both the Service Provider's liability insurance and Cepsa's insurance covering material damages and loss of profit, the Service Provider's insurance shall act as primary insurance and Cepsa's insurance shall cover the excess, where the excess will start to apply from the first Euro of the damage.

- d) Transport insurance to cover any loss or damage sustained by the equipment and materials (which are to be used in rendering the service and are provided by the Service Provider or transported under their responsibility), during transport, intermediate storage, loading and unloading and/or handling from the manufacturing sites to its location in the place where the work is performed.
- e) Environmental Liability Insurance for a minimum amount as detailed in each Contract.
- f) Material Damage Insurance covering all equipment under the responsibility of the Service Provider with a limit of no less than its replacement value.
- g) Any other insurance required by legal provisions applicable to the works and services performed by the Service Provider or its subcontractors in connection with this Order or Contract.

Under no circumstances may the insurance taken out limit the liabilities assumed by the Service Provider under this Order or Contract.

In the event of an incident, the Service Provider must adopt all measures necessary to avoid or mitigate damage.

Notwithstanding the existence of insurance as specified in this Insurance clause, that indicated in the liability clause shall prevail (unless the Parties establish exceptions to such liability). Therefore, the Service Provider will be responsible for any damages that were not covered by such insurance, either because of the excess agreed or due to of lack of coverage exclusions that may apply.

The Service Provider shall provide Cepsa with certifications from Insurance Companies with respect to the policies that they have taken out and/or specifically contracted and that affect the Order/Contract, stating the name of the insurer, the policy number, coverage, exclusions, limits, sub-limits and deductibles, start and due dates.

The Service Provider will also inform Cepsa of any changes that the insurance policies may undergo whilst the Order/Contract lasts.

Cepsa reserves the right to request at any time a complete copy of the insurance policies, which the Service Provider shall make available within seven (7) calendar days of the request.

The Service Provider undertakes to send Cepsa any notice of cancellation or reduction of coverage it is notified of by the Insurer and affecting the services under this Order or Contract.

Cepsa may deny access to Cepsa facilities by the personnel of the Service Provider or its subcontractors, if the Service Provider has failed to properly certify the existence and validity of the insurance required by this clause; this situation may under no circumstances be invoked as a cause of delay in the provision of services or increased costs of the works.

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### 19. ASSIGNMENT AND SUBCONTRACTING



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The Service Provider shall not subcontract, assign or transfer, in whole or in part, the Order or Contract, or any of the rights and obligations acquired under this agreement without the prior written approval of Cepsa. The Service Provider undertakes to perform the services itself and must not subcontract to third parties without the prior written consent of Cepsa. Notwithstanding the above, Cepsa may freely assign and/or transfer the Contract or the Order in favor of a CEPSA GROUP affiliate or any company participated by the CEPSA GROUP.

For avoidance of doubt, CEPSA GROUP shall be understood as the group of companies as defined in Article 42 of the Spanish Code of Commerce ("Código de Comercio").

In the event that subcontracting is authorized by Cepsa, the Service Provider shall submit to Cepsa the list of subcontractors for approval, where applicable, prior to the formalization of the Contract.

Where appropriate, the Service Provider may subcontract to companies that meet the requirements established in Law 32/2006 on subcontracting in the construction sector and in Regulation 1109/2007 that develops it further. It will be the responsibility of the Service Provider to check that all subcontractors comply with the requirements of both standards and Cepsa will, at any time, be entitled to require certification of such compliance.

Notwithstanding the foregoing, Cepsa's authorization regarding subcontracting shall not entail, under no circumstances, any contractual relationship between Cepsa and the subcontractors or the assumption of any type of liability by Cepsa with respect to such subcontractor.

Moreover, Cepsa shall not assume any liability for any claims that may be raised by subcontractors or by the personnel hired by them. For these purposes, when subcontracting, the Service Provider undertakes to request from the subcontractor the express and written waiver of the right to claim before Cepsa and in particular of the direct action provided for in Article 1597 of the Spanish Civil Code, and to deliver it within two (2) days of Cepsa's request for the waiver.

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## 20. ETHICS AND COMPLIANCE

The Service Provider undertakes to follow, and to ensure that its suppliers and subcontractors follow, the Code of Ethics for Service Providers of the Cepsa Group, which is available on Cepsa's website:

[Code of Ethics and Conduct for Suppliers of the Cepsa Group](#)

Each Party represents and warrants that they will encourage compliance, both by themselves and by their partners, suppliers, contractors, and employees, with the ethical and human rights principles of any stakeholder that may be directly or indirectly affected in the performance of their obligations under this Order or Contract.

Each Party agrees and undertakes to comply with all laws, rules, regulations, decrees and/or official government orders related to the fight against bribery, corruption and money laundering.

The Parties agree that, at all times during the term of the Contract and thereafter, they will comply with any applicable Anti-Corruption Laws.

The Parties declare that they are not currently subject to any U.S. sanctions program administered by OFAC [*Office of Foreign Assets Control*] nor do they appear on the SDN [*Special Designated Nationals and Blocked Persons List*] list nor do they have any pending complaint, action, suit, proceeding or investigation by any governmental agency, authority or body with respect to any other sanctions regime administered or implemented by the United Nations, the European Union, United Kingdom or Canada. Furthermore, the



## General Terms and Conditions for the Provision of Services to the CEPSA Group

parties declare that they will refrain from engaging in any transaction or conduct that contravenes the provisions of the penalty arrangements administered or applied by the U.S., the United Nations, the European Union, the United Kingdom and Canada. For the purposes of the foregoing:

(i) Anti-Corruption Laws means all laws, rules and regulations of any jurisdiction in force and applicable to the Parties regarding or relating to bribery or corruption.

(ii) OFAC stands for the Office of Foreign Assets Control of the U.S. Department of the Treasury.

(iii) SDN means persons, entities or vessels on OFAC's list "Specially Designated Nationals and Blocked Persons".

Additionally, Cepsa's internal policies expressly prohibit the acquisition of services of Russian or Belarusian origin. For the foregoing purposes, the Service Provider expressly declares that the services acquired under this Order or Contract comply with Cepsa's internal policies.

Either Party may terminate this Order or Contract immediately by giving written notice to the other Party at any time, if in its reasonable judgment, supported by evidence based on objective grounds, the other Party breaches any of the foregoing statements or commitments.

Each Party shall promptly notify the other Party if, at any time during the term of this Contract, its circumstances or awareness change in such a manner that it could not affirm the statements and commitments set forth in this clause at all times.

A "conflict of interest" is any situation in which the interests or personal circumstances of an employee, executive or director of the Service Provider may interfere with the interests of the company, so that their independence or impartiality is compromised or questioned.

The Service Provider shall identify any situation that could pose a conflict of interest and immediately report it to Cepsa's Integrity Channel at the following address: [Integrity Channel](#), who will proceed to its evaluation. If Cepsa considers that a conflict of interest is actually occurring, it may ask the Service Provider to adopt all the necessary measures to put an end to the conflict, and if it deems it appropriate, it may terminate the contract for that reason.

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## 21. LIQUIDATED DAMAGES

### 21.1. General considerations concerning liquidated damages

Liquidated damages may be offset in accordance with these GTC or from any bank guarantee, if any.

The payment or deduction of the said liquidated damages shall not relieve the Service Provider of its obligations and responsibilities under this GTC, including its obligation to complete the services or works and notwithstanding the payment of the liquidated damages, Cepsa preserves any right that it may have to claim damages at law.

The amount of the liquidated damages is a reasonable forecast of the actual costs, losses and expenses Cepsa shall incur as a result of Service Provider's failure. These amounts are agreed upon and fixed because of the difficulty of ascertaining the exact amount of loss that Cepsa would suffer in such circumstances and shall be applicable regardless of the actual loss that Cepsa sustains. The Parties, having negotiated in good faith for such damages, are estopped from contesting the validity or enforceability of such damages.

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Cepsa reserves the right to execute the services that are being provided defectively by the Service Provider, charging the Service Provider for the costs arising from performing such services.

Under no circumstances shall the aggregate amount of all liquidated damages exceed fifteen percent (15%) of the total price of the Order. Once the liquidated damage limit has been reached, Cepsa shall be entitled to cancel the Order or Contract.

Subject to this clause, the Service Provider shall pay the liquidated damages within five (5) days after Cepsa requires the corresponding payment.

### **21.2. Liquidated damages due to late delivery of the services**

If the scheduled dates for the performance of the services is not met, the Service Provider shall pay an amount of 0.5% of the total amount of services not delivered per week. If the delay does not amount to a full week, the weekly amount applicable as a liquidated damages shall be prorated according to the number of complete days of delay in that partial week.

Under no circumstances may the accumulation of liquidated damages for late provision exceed 10% of the price specified in the Order or Contract.

### **21.3. Liquidated damages due to breach of service quality**

In the event of a breach of this guarantee by the Service Provider, it shall be obliged to correct the services performed defectively, with no limit and at its own expense. Cepsa reserves the right to perform the services defectively rendered by the Service Provider by any means, and to assign the costs thereof to the Service Provider.

Cases of "non-compliance" shall be notified in writing by Cepsa to the Service Provider and shall always be reasoned.

### **21.4. Liquidated damages due to breaches that affect safety**

Failure by the Service Provider to comply with any of Cepsa's safety requirements, or non-compliance for safety reasons, shall be grounds for penalization in accordance with procedure PR-351 "Measures applicable to service companies for safety breaches", which the Service Provider declares to be aware of. These liquidated damages will be compatible with any other compensation for damages and with the surcharges that Cepsa may charge to the Service Provider for work that must be carried out to remedy these breaches.

Cases of "non-compliance" shall be notified in writing by Cepsa to the Service Provider and shall always be reasoned.

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## **22. SUSPENSION OF THE CONTRACT OR ORDER**

Cepsa reserves the right to suspend at any time, at its sole discretion, the execution of all or any part of the services or works, by giving written notice to the Service Provider (detailing the date of cancellation) in the following cases:

a) At Cepsa's interest;

b) The Service Provider fails to comply with the regulations in force, with what is set forth in the contractual documentation or performs the services or works in a manner that jeopardizes safety.

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c) In the event of Force Majeure in accordance with the provisions of clause 29.

When the circumstances set forth in paragraph a) above occur, Cepsa shall pay the Service Provider the reasonable and demonstrable direct costs incurred as a result of the suspension, including but not be limited to: (i) demobilization and mobilization or on-site maintenance of temporary facilities and large machinery; (ii) cost of personnel who, according to Cepsa's instructions, must continue to perform services during the suspension.

When the circumstances set forth in paragraph b) above occur, the Service Provider expressly waives the right to claim any amount or extension of deadlines.

During the suspension period, the Service Provider shall be obliged to mitigate and minimize the costs derived from the suspension and to comply with the complementary instructions issued by Cepsa, with regards to protection, reinforcement, surveillance and conservation of the contracted services or works.

Cepsa shall be entitled to require the resumption of the suspended services or works, and the Service Provider shall comply with said requirement forthright.

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### 23. TERMINATION OF THE CONTRACT OR ORDER

#### 23.1. Termination for Cause

Cepsa shall be entitled through a written notice to terminate the Order or the Contract, or part of the services or works, immediately and unilaterally if the Service Provider incurs in any of the following events:

- a) Expiry of the term of validity.
- b) Due to mutual agreement between the parties. In this case, the legal effects will be negotiated at the time the termination is agreed.
- c) Due to material or repeated breach by the Service Provider of the obligations set forth under the Contract or the Order.
- d) For repeated breaches by the Service Provider of the service quality provided, thus requiring Cepsa to reinforce the continuous supervision of the work.
- e) Exceeding the total or partial liquidated damages caps, set out under these GTC.
- f) For any breaches by the Service Provider of its obligations regarding Health and Safety.
- g) At the request of the Cepsa as a result of the failure by the Service Provider to present the certifications that their tax payments and social security contributions are up to date as mentioned in the Contract or Order.
- h) Failure to comply with the Compliance clause, including any breach of the Cepsa Group Supplier Code of Ethics.
- i) In the event of Force Majeure in accordance with clause 29 hereinbelow.

In cases b), c), d), e), f), g), h) and i) the termination shall not entitle the Service Provider to compensation for any reason.

#### 23.2. Procedure for Contract or Order termination

If Service Provider breaches the Contract or the Order, Cepsa may request the Service Provider to remediate such breach and shall grant a period of no less than ten (10) days from when official notice thereof is served.

If, after such period, the default is not remedied Cepsa may:

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- Immediately cease to fulfill its obligations.
- Terminate the Contract and/or the Order and claim any damages that have been caused directly and exclusively as a result of the breach or termination.

Cepsa does not waive any right to terminate the Contract and/or cancel the Order in the event of a subsequent breach or to claim damages in the manner set forth under this GTC should it decide not to terminate on any particular event.

### 23.3. Effects of termination caused by a breach of the Service Provider

In the event that Cepsa terminates the Order or Contract in the cases set forth in clause 23.1, Cepsa may accept the usable part of the services or work contracted, which shall produce the following effects:

(a) Cepsa will acquire the ownership of the services or work contracted, expressly reserving the right to make any claims that it may have against the Service Provider, including a warranty on the usable part of the work it acquires;

(b) Cepsa may contract the pending services or work with third parties.

The effects of the termination at the request of Cepsa shall apply from the date of issuance of the notice of termination.

### 23.4. Termination for Convenience

Cepsa reserves the right to early terminate the Order or the Contract. In such case, the Service Provider shall be entitled to receive as sole compensation for all damages arising from such withdrawal the amount corresponding to the direct expenses related to the services or work in which it may have incurred up to the notice of early termination. Such costs shall be duly justified and documented. Notwithstanding the foregoing, if the Service Provider has previously delayed the services or the works or breached the Contract or the Order Cepsa shall have the right to offset any amount corresponding to the aforementioned delay or breach as well as any other amount owed by the Service Provider to Cepsa.

In this case Cepsa shall accept the usable part and acquire ownership of the services or work performed up to the date of the early termination.

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## 24. AUDITS

Cepsa shall audit the Service Provider at any time, in person or remotely, either with internal or external personnel. Cepsa shall notify the Service Provider of the performance of the audit at least 10 calendar days prior to its scheduled start. The Service Provider must give Cepsa or the personnel designated by Cepsa access to its premises to carry out the audit during normal business hours and shall in no case hinder the work carried out therein. In addition, the Service Provider must give Cepsa's designated personnel access to all documentation related to the object of the audit. The audit shall not release the Service Provider from any liability under the Contract and shall not discharge the Service Provider from compliance with its obligations under the Order or Contract.

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## 25. CONFIDENTIALITY

For the purposes of these GTC, **Confidential Information** shall be considered all (a) the information provided (whether in writing or orally, on paper, stored on disk or USB device, tape, sent by email or other

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electronic storage device, and regardless of whether said information is specifically marked as Confidential) by Cepsa (or any company of the Cepsa Group or by a third party on behalf of Cepsa); (b) the information to which the Service Provider has access or of which it becomes aware for any reason in the course of meetings or conversations between the Parties or with their respective representatives and advisors; (c) the Confidential Information will include, without limitation, any data, trade secrets, inventions, formulas, designs, know-how, agreements, term-sheets, drawings, reports, specifications, samples, processes, procedures, feasibility studies, environmental audits, engineering documentation, urban planning information, concepts, business plans, financial conditions, financial statements, results of operations, information on properties, assets, clients, suppliers, contractors, data costs, financial data, responsibilities, projections or technical data belonging to Cepsa or any of the Cepsa Group companies; (d) all notes, analyses, compilations, studies or other documents created by either Party, as well as disks and any other computer media, that contain, incorporate, reflect or are generated from or based on the Confidential Information, which will be considered Secondary information; (e) any other aspect related to each Party, Group companies, investees and persons related to them.

Notwithstanding the foregoing, the following is excluded from the definition of Confidential Information:

- (i) information that is in the public domain at the time of its disclosure by or on behalf of Cepsa, or that it is subsequently made available to the general public without restrictions and without any breach of the commitments set forth herein;
- (ii) information that the Service Provider lawfully possesses at the time of disclosure by Cepsa, as may be demonstrated by means of written records or other reasonable evidence;
- (iii) information that the Service Provider can demonstrate has been developed independently by the Service Provider without using or making reference to Cepsa's Confidential Information.

The Service Provider undertakes and commits to maintaining the strictest confidentiality of Confidential Information and, in particular:

- (i) To use Confidential Information solely and exclusively for the specific purposes for which it was received.
- (ii) Ensure the security of the Confidential Information and keep the Confidential Information properly protected against theft, damage, loss and unauthorized access (including access by electronic means) by any person or third party, using a high degree of diligence at least equal to the one used to protect and ensure the security of its own confidential information that is similar in nature to the Confidential Information and ensure that it is only provided to those employees who must perform the corresponding work and under the premise that they need to know it.
- (iii) Not to copy, reproduce or use Confidential Information for purposes other than the commitment to comply with obligations assumed by the Parties.
- (iv) Not to transmit to third parties, professionals or other advisors and employees all or part of the Confidential Information that is not strictly necessary to carry out the tasks for which it is responsible.
- (v) To immediately return to Cepsa, at its request, all Confidential Information provided by the latter and all copies of such Confidential Information that it may have made, as well as to immediately destroy and/or eliminate, at the request of the other Party, all Confidential Information received.
- (vi) Inform Cepsa immediately if it becomes aware that Confidential Information has been disclosed or made available by any means to an unauthorized person.

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The commitments assumed in this clause will not apply to those communications that, as the case may be, each Party must make to the competent authorities or courts for the fulfillment of any legal obligation, or on the occasion of any litigation between the Parties.

The Service Provider shall indemnify Cepsa for any damages that may be caused as a consequence of the breach of any obligations and/or commitments assumed by the Provider in the present clause.

The confidentiality obligations shall be in force throughout the duration of the Order and for a term of ten (10) years from the date of termination. However, the confidentiality obligations accepted by the Service Provider shall be maintained for as long as the Confidential Information disclosed may qualify as a trade secret in accordance with the applicable regulations.

Notwithstanding the foregoing, in the event that the Parties have entered into a specific confidentiality agreement during the negotiation of an Order, the provisions of such agreement shall prevail over the provisions of this clause.

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### 26. PERSONAL DATA PROTECTION

In case that, as a result of the provision of the service, the Service Provider's personnel became aware of or access personal data, they shall be bound to secrecy and confidentiality in respect thereof, in accordance with current legislation on personal data protection.

Even if the Service Provider does not have to access personal data for the provision of the service, the Service Provider undertakes to inform its personnel that it is going to provide their services in the Cepsa Group company with the following obligations: a) Prohibition to access personal data in carrying out their daily work; b) If that they accidentally discover or access personal data, they must keep it secret during their contractual relationship with the Service Provider and after the relationship has terminated; c) Inform the staff of the consequences arising from breach of these obligations.

If the Provider processes personal data, it will act as Data Controller. The Provider undertakes to access and to process personal data provided by Cepsa with the conditions and requirements in Articles 27 to 29, both inclusive and related articles, of EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 concerning the protection of natural persons regarding personal data processing and to the free movement of said data, when such access and processing is necessary for the provision of the services that the Service Provider is to provide for Cepsa and which are subject to the contract.

The Provider shall sign the Annex "DATA PROCESSING AGREEMENT", which will form part of the Service Agreement and will establish the object, duration, nature and purpose of the processing, the type of personal data and categories of data subjects, the obligations and rights of Cepsa as Data Controller, as well as the instructions to the Service Provider as Controller for the proper fulfillment of his obligations.

In compliance with the applicable regulations in force regarding data protection, the Parties expressly acknowledge and accept that, if, as a result of the execution of this Agreement, there is a communication of personal identification, professional and/or commercial data, they guarantee that the personal data has been obtained and communicated in a lawful and truthful manner and that they have sufficient legitimacy and meet the requirements established by the applicable regulations in force regarding data protection for the processing and communication of personal data.

In any case, and as a minimum, the party receiving the personal data, as the new Controller in charge of the processing of personal data, undertakes to:

(i) Process personal data exclusively for the purposes for which it is collected.



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(ii) Comply with the obligations, which may include the duty to provide information and satisfy the holder of such personal data's rights in strict compliance with the regulations in force regarding data protection.

(iii) Implement the necessary technical and organizational security measures to ensure the security of personal data and prevent its alteration, accidental or unlawful destruction, loss, unauthorized processing or access.

(iv) Respect the confidentiality of personal data and not disclose, transfer or make it available to third parties, unless required by a court or competent supervisory authority.

The legal representative/s or Contract or Order signatories is/are informed that their personal data will be processed for the purpose of maintaining the contractual relationship. The data provided shall be kept as long as such relationship is maintained or for the time necessary to comply with the applicable legal obligations. The data shall not be surrendered to third parties except where there is a legal obligation. The rights of access, rectification, erasure, limitation of its processing, objection, portability and to oppose automated individual decisions can be exercised, as applicable, at Paseo de la Castellana, 259 A, 28046-Madrid (Spain), or by emailing: [derechos.arco@cepsa.com](mailto:derechos.arco@cepsa.com).

Cepsa has appointed a Data Protection Officer (DPO) to whom questions may be raised concerning the processing of personal data at their registered office and/or by e-mail at [dpo@cepsa.com](mailto:dpo@cepsa.com) with subject: "Data Protection."

### 27. INDUSTRIAL AND INTELLECTUAL PROPERTY

The Service Provider declares and warrants that all drafts, drawings, calculations, specifications, reports, information, studies, data, research, appliances or equipment and any other materials, products or processes that it or its subcontractors provide to Cepsa or use for themselves for the execution of the Order or Contract are owned by the Service Provider or, otherwise, that it has the necessary licenses or authorizations from the owners thereof, and that they do not violate any patent, copyright, trademark, know-how or any other intellectual and industrial property rights.

The Service Provider shall fully indemnify Cepsa as a result of any claim or liability claims for damages, loss, costs and expenses (including legal defense costs) related to actual or alleged infringement of any patent, copyright, brand, know-how or any other form of intellectual or industrial property right or similar protection resulting from any act committed by the Service Provider or on its behalf, in connection with the Order or Contract or the use thereof by Cepsa.

Any information, in any medium where it might be located, that may be provided by Cepsa to the Service Provider for the execution of the Order or Contract, or which is collected in the course of the contractual relationship, as well as intellectual and industrial property rights relating to such information, belongs to Cepsa or its licensors and shall remain the property of Cepsa or its licensors, and no rights, licenses or authorizations will be deemed granted to the Service Provider unless expressly provided in advance and in writing. The Service Provider agrees to take the necessary measures to ensure that these rights are not violated by its personnel or subcontractors.

Within ten (10) business days following completion of the Contract or Order, or at any other time as may be required by Cepsa, the Service Provider shall return to Cepsa any material medium that contains information or intellectual or industrial property rights and know-how that has been previously provided to it during the execution of the Order or Contract, and shall destroy any data that may have been incorporated into its computer systems and, if applicable, prove to Cepsa the effective destruction thereof. Likewise, it agrees not to use such information, rights or know-how in the future, without the prior written consent of Cepsa.



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Unless otherwise stated in the Contract or Order, Cepsa holds full, exclusive and worldwide ownership, for the maximum period permitted by applicable law, of all intellectual and industrial property rights, as well as of the know-how derived from the results obtained by the Service Provider in implementing the Order or Contract. This transfer in favor of Cepsa includes all rights that may result from the outcome of the work or intellectual creations that have been developed or are developed under the Contract or Order. The Service Provider therefore waives any rights that it might have to register any work or content developed on the basis of the Order or Contract. The Service Provider guarantees this assignment even when made by its employees and/or collaborators, in which case it shall obtain the necessary authorizations to make this assignment in favor of Cepsa.

Likewise, unless otherwise stated in the Contract or Order, in the case that the Service Provider has resorted to collaboration with other third parties, it will be required to obtain the necessary approvals and transfers of rights, having sought authorization from the holders thereof to assign to Cepsa the operating rights that may derive therefrom, to the fullest extent permitted by law.

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### 28. INFORMATION SECURITY

The Service Provider shall establish adequate procedures to ensure protection against loss or unauthorized processing of files, media and paper documents containing information related to the services, as well as their destruction when they are no longer necessary for the reasons they were created. The extraction of data from a file and its storing on a server or its sending by electronic means are considered to be equivalent to computer media as regards compliance with these measures.

Cepsa may request information regarding any processing of Protected Information carried out by the Service Provider. In such cases, the Service Provider must apply security measures in accordance with the sensitivity of the information contained therein.

The Service Provider shall provide, at Cepsa's request, evidence of security assessments or audits or even allow, at Cepsa's request, independent audits and/or inspections of the security measures regulated by these clauses to be carried out at its data processing facilities or in cloud services. Such audits or inspections may be carried out by Cepsa or by an auditing entity accepted by Cepsa, where the Service Provider shall be informed of the start of such audits or inspections at least 10 days in advance. These will be carried out during the normal hours of operation of the Service Provider's offices, and in no case will it hinder the work that takes place therein. The audit shall not alter the responsibility of the Service Provider nor shall it exempt it from fulfilling its obligations under the terms of the Contract, and the Service Provider undertakes to comply with the possible plan of action resulting therefrom.

If the data or information related to the services is the property of Cepsa or if the elements of the infrastructure are provided to the Service Provider by Cepsa, the Service Provider shall process them and use them only to comply with its obligations under the Contract and for no other purpose.

The Service Provider shall maintain, at least, the technical and organizational security measures consistent with the type of Protected Information they are processing and with the services that are the object of the Contract, in order to ensure the Protected Information. These measures will implement industry-accepted protections that will include physical, electronic, and procedural safeguards to protect the Protected Information provided by the Service Provider against any Data Security Failure or other security incident, and any security requirements, obligations, specifications, or reportable events set forth in the Contract. As part of these measures, the Service Provider shall provide a secure environment for all Protected Information and for any hardware or software in which the Protected Information is contained (including servers, networks and data components) that must be provided or used by the Service Provider as part of its performance of the Contract, to the extent that it is located in the premises of the Service Provider.

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The Service Provider shall establish the mechanisms and procedures for identification, authentication and logical access control necessary to prevent unauthorized personnel from accessing elements of its infrastructure and Cepsa's Protected Information and, in particular:

- a) It shall have procedures based on the principle of minimum privilege and which take into account the need for use and confidentiality of the information when authorizing access and permissions, so that the Personnel of the Service Provider or of its subcontractors, including privileged users and administrators, only have access to those data and resources which they require for the performance of their duties.
- b) It shall maintain an updated inventory of accesses and permits granted and shall withdraw access permits from personnel who cease to work in order to comply with the scope of the Contract within a period of less than 24 hours. Credentials shall always be stored and transmitted in encrypted form. It will have a policy and procedures to ensure the strength of passwords and their regular updating. Changes in passwords will be ensured when installing new hardware or software elements, in particular, the Service Provider's default passwords.

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### 29. FORCE MAJEURE

Force Majeure shall mean the legal conception of force majeure set forth under applicable law, in particular under article 1105 of the Spanish civil code, provided that the event giving rise to such situation is reasonably beyond the control of either Party, or is unforeseeable, and its consequences cannot be avoided by the Party in question.

During a Force Majeure event, the fulfillment of the obligations affected by such event and any liabilities in that regard shall be suspended. Both parties shall contribute with all means to mitigate, avoid, reduce or eliminate the effects of the Force Majeure as quickly as possible.

Any Party affected by the event of Force Majeure shall promptly inform the other Party in writing no later than three (3) days from the date of the occurrence of the Force Majeure event, giving appropriate details thereof.

Failure to provide such notice shall constitute a waiver to claim any effect provided under this clause.

In the event that the services or works or any contractual obligation is delayed or interrupted as a result of a situation of Force Majeure, the schedule to perform shall be duly adjusted.

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### 30. GOVERNING LAW AND JURISDICTION

The contractual documentation shall be governed and construed in accordance with Spanish common law. The Parties agree to submit any dispute or controversy that may arise between the Parties in connection with these GTC to the exclusive jurisdiction of the Courts of Madrid (Spain).