

# 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

## GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES TO THE CEPSA GROUP

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### 1. OBJECT

This document sets out the general terms and conditions governing relations between companies in the Cepsa Group (hereinafter, Cepsa) and the counterparty (hereinafter the Supplier) for the provision of works and services, whether in the form of a Contract or Order.

### 2. SCOPE OF APPLICATION

These General Terms and Conditions apply to all Contracts and Orders entered into by the companies belonging to the Cepsa Group.

Exceptions to any of these General Terms and Conditions by the Supplier shall be valid only if requested, in writing, and accepted in the same way by Cepsa.

Any exceptions agreed in this way shall apply only to a specific Contract or Order and may not be extended to other past or future Contracts or Orders.

In no case shall the General Terms and Conditions of the Supplier apply. Nor shall any conditions, specifications or similar terms that the Suppliers include in 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 General Terms and Conditions.

### 3. TENDERING

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

Cepsa reserves the right to accept or reject the tender without this giving rise to any right to compensation by the Supplier

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

Cepsa will not bear any expenses deriving from or relating to the submission of the tender by the Supplier.

### 4. FORMALIZATION OF ORDERS AND CONTRACTS

All Suppliers of Services to Cepsa shall be registered in the Cepsa system of registration and approval, as indicated in: <https://www.cepsa.com/en/footer/suppliers>, prior to the formalization of any contract or order.

Tenders accepted by Cepsa will be formalized by means of 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 will be considered tacitly accepted by the Supplier, unless written communication to the contrary is received within seven (7) days following the date of submission.

Acceptance of the Order by the Supplier also entails acceptance of all these General terms and Conditions, which are an integral part thereof. Similarly, the total or partial performance of services by the Supplier implies acceptance of these Terms and the Order placed.

Supplier can only commence with the provision of the Services after having received the Purchase Order issued by the Client. The Purchase Order will be issued after the execution of the Contract.

- The accepted Contract or Order by which the award is formalized;
- Technical standards or specifications, where applicable;
- The quality plan, where applicable;
- Special conditions, where applicable;
- Cepsa General Terms and Conditions;

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 provided or, where appropriate, the works will be performed as stipulated in the contractual documentation, and must not be subject to change, except with the express acceptance of Cepsa.

The Order shall specify the time limit for completion and the conditions for rendering the service or executing the work, as well as stating which accompanying documentation is included in the scope of the Order, if any.

Cepsa may vary the deadline for execution of the services or works, or order the suspension thereof at any time, in which case it shall inform the Supplier of the estimated duration of the suspension period. Cepsa and the Supplier shall jointly set a new execution time and agree by common accord on the consequences of the suspension.

In the event that a service or work is rejected for good cause, it shall be considered not to have been performed, unless both parties expressly agree otherwise.

Cepsa reserves the right to accept a faulty service or faulty work once it has been performed and to arrange a price reduction with the Supplier depending on the defect encountered.

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### 6. ALLOCATION OF MEANS

The Supplier, in its capacity as an independent business and assuming its undertakings, shall take any measures necessary in order for the personnel from its organization to carry out the tasks needed to fulfill the provisions hereof, to which end it shall organize the work accordingly and establish which personnel should be in charge so as to ensure the best scheduling, coordination and supervision of the works. This company is also obliged to provide all material and human resources required to perform the services contracted.

In view of the nature of the services to be provided, Cepsa shall grant the Supplier access to its premises and facilities, subject to acceptance by the Supplier of all internal Cepsa security procedures, in order to enable the Supplier to provide the services or perform the work under contract.

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### 7. CAPACITY AS AN INDEPENDENT CONTRACTOR

For the execution of the services under contract, the Supplier, as an independent contractor, will allocate the necessary personnel with the required qualifications, which will, for all legal purposes, report exclusively to the Supplier.

At the time when the services or works commence, the Supplier shall be obliged to submit to Cepsa a certificate of lack of overdraft from the General Treasury of the Social Security (Tesorería General de la Seguridad Social) 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 Supplier 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 or works. In addition to the obligations described in the preceding paragraphs, the Supplier 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 Supplier shall be liable for damages that may be caused to Cepsa facilities or staff due to the fault or negligence of the Supplier or its personnel. It shall also be liable for damages that may be caused to third parties, and in no event shall Cepsa be held responsible.

The Supplier 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 Supplier undertakes to comply, and ensure that its employees and any duly authorized subcontractors comply, with access control procedure PR-231 concerning the access of people and vehicles to Cepsa facilities, a copy of which is available upon request. In particular, the Supplier shall provide Cepsa with any documentation that may be requested under the terms and conditions contained in said procedure.

Upon commencement of the services or work, the Supplier 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 procurement of services by Cepsa. This certificate must be renewed periodically in the terms listed in the above mentioned PR-231.

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

Supplier hereby declares the lawful provenance of the personal data contained in the information provided, and guarantees that this data has been obtained in accordance with the requirements current legislation on the Protection of Personal Data. Supplier also declares that it has obtained the express informed consent of said parties to transfer their data, and has informed them of the purpose of use of the information collected and other issues addressed in existing legislation on Protection of Personal Data.

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### **8. PREVENTION OF OCCUPATIONAL RISKS AND COORDINATION OF BUSINESS ACTIVITIES**

The Supplier 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 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.

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 developing the same, Cepsa shall provide the SUPPLIER with a written Risks Assessment of the facilities in which the service will be carried out. Likewise, Cepsa shall provide the Supplier 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 facilities in question.

The Supplier 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 Supplier 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 above mentioned information and instructions on to each of the workers assigned to the service, and given them the necessary training corresponding to the risks arising from the service.

In addition to the provisions of the previous paragraph, the Supplier shall provide any other appropriate documentation in this regard as set out in the aforementioned PR-231 concerning access of people and vehicles to Cepsa facilities.

When necessary due to the nature of the services or works to be executed, the Supplier must provide its personnel with the personal protective equipment needed for the job, which in this case includes the use of appropriate work clothing for the contracted activity.

It is mandatory for each of the Supplier's personnel assigned to the provision of the service contracted to receive Safety training upon arrival, before commencement of the service.

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

#### **9.1. Reception of the services**

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

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

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### 9.2. Reception of the work

#### 9.2.1. Provisional reception

When the Supplier considers that the work has been executed, it shall notify Cepsa in writing. If the work is in accordance with the provisions of the contractual documentation, Cepsa shall, within fifteen (15) days of receipt of the Supplier's notice, issue the Certificate of Provisional Acceptance which shall feature the actual date on which the work was completed. The Certificate of Provisional Acceptance shall be signed by the representatives of the parties.

In the event that there are any defects in the work or repairs pending therein, they shall be recorded in a list of faults, wherein a reasonable period is also established for the Supplier to make corrections or repairs.

Once amended, Cepsa shall have a new deadline of fifteen (15) days to issue the Certificate of Provisional Acceptance. If the Supplier has not made the corrections or repairs within the deadlines set out in the list of faults, they shall be performed directly by Cepsa, at the cost of the Supplier, unless otherwise agreed by the parties. Such charges will be accepted by the Supplier, who is not entitled to make any claims in this regard.

In the event that Cepsa directly makes the repairs or corrections indicated, once they have been carried out and the charges have been accepted by the Supplier, Cepsa shall issue the Certificate of Provisional Acceptance, granting a period of ten (10) calendar days for it to be signed by the Supplier.

Provisional Acceptance shall not relieve the Supplier of any subsequent obligations under the terms of the established guarantees.

#### 9.2.2. Warranty period

The warranty period, unless otherwise specified in the Order or Contract, shall last for 12 months as from Provisional Acceptance.

Within the warranty period, the Supplier agrees to perform promptly, and at no cost to Cepsa, all repairs and corrections necessary and arising from poor delivery of services or execution of the contracted work. The warranty period is discontinued for the duration of the repairs or corrections, which in turn will be guaranteed, once completed, for a warranty period of 12 months.

#### 9.2.3. Final Reception

After one (1) month from the end of the warranty period, and if the work is acceptable in Cepsa's opinion, Final Acceptance will be approved by the representatives of the parties.

With that Final Acceptance the Supplier shall be released from all responsibility, except regarding hidden defects in the work or fraudulent completion of the work, as stipulated in the Spanish Civil Code.

Should the work not be acceptable, Cepsa shall give the Supplier appropriate instructions for proper repair of the Work and shall set a new deadline for the due fulfilment of its obligations. In the event of failure to meet these obligations, Cepsa will do so under the same conditions expressed for Provisional Acceptance.

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### 10. PRICES

The prices established in the Contracts and/or Orders formalized are fixed, 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 Supplier.

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

### 11. PAYMENT AND BILLING CONDITIONS

Payments will be made upon submission by the Supplier of the appropriate invoice, except when a self-billing procedure is followed as indicated below, in accordance with the payment milestones in the Contract or Order.

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

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

All invoices must be sent by the Supplier to the following address:

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

Payments are to be made through confirmed bank payment (confirming), or any other mean, as from sixty (60) days following the date of receipt of the services provided to Cepsa's satisfaction with a fixed date of payment the 10<sup>th</sup> day of the month.

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

### 12. TAXES

The Supplier shall bear the cost of all taxes on its business in accordance with current legislation. The Supplier shall include in its invoices, if any, 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 laid down by the Tax Authorities and imposed on every taxpayer by the Law on applicable tax and other provisions.

In the case of non-resident Suppliers, 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 Supplier 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 SUPPLIER

The Supplier warrants to Cepsa that:

- a) The services provided meet the requirements, deadlines, specifications and any other description laid down in the contractual documentation.
- b) The services provided 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 contributed by the Supplier for performing the service are free of visible or hidden defects. In addition, the Supplier secures the service provided 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 Supplier in Cepsa facilities or facilities of third parties for services contracted by Cepsa, the Supplier and its personnel shall comply with all applicable laws regarding Prevention of Occupational Hazards.

The Supplier shall defend, indemnify and hold Cepsa harmless from any loss, costs, damages or expenses resulting from a breach of its contractual obligations by the Supplier or its providers, contractors, employees, agents or any natural or legal person.

The Supplier 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 service.

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

The Supplier 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 work contracted by Cepsa.

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### 14. GUARANTEES

Cepsa may, at its discretion, require the Supplier to provide the following guarantees:

- Guarantee for advance payments in cases where, according to the Order and/or Contract, Cepsa has made an advance payment to the Supplier. The amount of the surety will equal the amount of the advance payment made by Cepsa, and the validity period shall be specified therein.



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- Performance guarantee to ensure compliance with the obligations arising from the provision of services or carrying out the work, which obligations are contained in the contractual documentation, with a validity period that will be set according to the guarantee period agreed and the amount given in the Order or Contract.
- Tender guarantee to ensure compliance by the Supplier with the terms thereof.

Guarantee forms will be provided by Cepsa to the Supplier during the tender process.

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### 15. INSPECTION AND QUALITY

Cepsa, through its authorized representatives, reserves the right to inspect the services provided by the Supplier and/or subcontractors in order to verify compliance with the requirements. This inspection does not relieve the Supplier 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 Supplier expressly authorizes Cepsa to offset any amounts that are owed to Cepsa for any item under this Order, with any amount or amounts that Cepsa and/or any other Group Company owes to the Supplier or any other company in the Supplier'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

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

The Supplier 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 Supplier 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 Order in the Plant, the Supplier shall comply, and ensure that its subcontractors fully comply, with all safety, health, quality and environmental standards.

The Supplier shall report, expressly and continuously throughout the term of the Order, 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 contractor in a Cepsa work center must be brought to the attention of the Requesting Unit prior to its introduction into the center for it to be authorized. This must be reflected in the service Order with express reference to the approximate quantities to be used and the uses for which it is permitted. For this purpose, the contractor must provide the corresponding Product Safety Sheet.

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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 contractor:

- 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 contractor, except for urban waste, shall be removed and managed by the supplier or contractor, fulfilling the regulations applicable to the same. Hazardous waste generated by the contractor's activity and therefore of its ownership, must be manipulated and packaged in areas equipped to prevent soil spillage.
- 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 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.
- Order and cleanliness in the work area must be maintained at all times. The contractor 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.

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### 18. INSURANCE

Throughout the term of the Order the Supplier 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. When applicable, the insurance policies must include Cepsa and its affiliates as an additional insurer, without losing the third party status.

- 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 the movement of vehicles or machinery, under the conditions required by current legislation, and with the contractually mandatory indemnity limits in compliance with the Legislation current at the time the Order enters into effect.
- c) Civil Liability Insurance for a minimum amount of as detailed in the Contract, with unlimited Employer's Liability, and with a minimum limit, if any, of THREE HUNDRED THOUSAND EUROS (€300,000) per victim.

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This insurance must cover the Supplier'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 excess of CL and vehicle insurance).
- Post-works Civil Liability.
- Cross Civil Liability between insurance holders.
- Professional Civil Liability.
- Civil Liability for accidental contamination.
- Civil Liability arising from transport, loading and unloading.
- Any other Civil Liability that may arise from the execution of the Order/Contract.

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

These insurances should consider Cepsa to be a third party in connection with the Supplier (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 Supplier's liability insurance and Cepsa's insurance covering material damages and loss of profit, the Supplier'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 Supplier 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 the Contract.
- f) Material Damage Insurance covering all equipment under the responsibility of the Supplier 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 Supplier or its subcontractors in connection with the Order or Contract.

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

In the event of an incident, the Supplier 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. Therefore, the Supplier 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 Supplier 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.

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It will also inform Cepsa of any changes that the insurance policies may undergo whilst the Order lasts.

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

The Supplier undertakes to send Cepsa any notice of cancellation or reduction of coverage it is notified of by the Insurer affecting the services which are the object of the Service order.

Cepsa may deny access to Cepsa facilities by the personnel of the Supplier or its subcontractors, if the Supplier 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

The Supplier 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 Supplier undertakes to perform the services itself and must not subcontract to third parties without the prior written consent of Cepsa.

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

Any specialized technical assistance agreed between Cepsa and the Supplier in a given case, either when the work is being scheduled or when so required, will be expressly excluded from subcontracting.

Where appropriate, the Supplier 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 Supplier 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.

The Supplier assumes full responsibility for any services it has contracted with third parties and shall in all circumstances be liable to Cepsa for any circumstance arising from the performance of subcontracted services, or any breach of the regulations on subcontracting.

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### 20. ETHICS AND COMPLIANCE

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

<http://www.cepsa.com/matchURL/matchUrl.jsp?url=code-conduct-suppliers>

The Parties each agree and undertake to the other that they will each respectively comply with all applicable laws, rules, regulations, decrees and/or official government orders relating to anti-bribery and anti-money laundering.

The Parties agree that – at all times throughout the course of the commercial relationship and thereafter - they will comply with applicable Anti-Corruption Laws.

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The Parties are not currently the target of any U.S. sanctions program administered by OFAC or an SDN and no claim, action, suit, proceeding or investigation by any government agency, authority or body with respect to any other sanctions regime administered or enforced by the United Nations, European Union or other jurisdiction applicable to the them is pending. For the purposes hereof:

- Anti-Corruption Laws mean all laws, rules and regulations of any jurisdiction applicable to the Parties from time to time concerning or relating to bribery or corruption.
- OFAC means the Office of Foreign Assets Control of the U.S. Department of the Treasury.
- SDN means a person, entity or vessel listed on the "Specially Designated Nationals and Blocked Persons" list maintained by OFAC.

Either Party may terminate the Order forthwith upon written notice to the other at any time, if in its reasonable judgment supported by evidence based on objective reasons the other is in breach of any of the above representations or undertakings.

A Party shall promptly notify the other if, at any time during the term of the commercial relationship, its circumstances, knowledge or awareness changes such that it would not be able to repeat the representations and undertakings set out in this clause at any time.

A "Conflict of Interest" is considered any situation in which the interests or personal circumstances of an employee, executive or director of the Supplier may interfere in the interests of the company, so that its independence or impartiality is compromised or questioned.

The Supplier must identify any situation that could raise a conflict of interest and communicate it immediately to Cepsa, who will proceed with its assessment. If Cepsa considers that a conflict of interest situation is actually taking place, it may request the Supplier to adopt all the necessary measures to put an end to it, and may, if it considers it appropriate, proceed to terminate the contract for that reason.

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## 21. LIQUIDATED DAMAGES

### 21.1. General considerations concerning liquidated damages

Liquidated damages will be deducted from the payment of outstanding invoices or sureties, if any.

Liquidated damages will be fully compatible with any compensation for damages that Cepsa could claim from the Supplier for professional liability arising from other causes.

The amount of liquidated damages, which will be set in the manner described in this clause, shall be deemed liquid, due and payable for the purposes of being offset with any other credits that exist in favor of the Supplier.

Under no circumstances shall the aggregate amount of all liquidated damages exceed ten percent (10%) of the total price.

Once the liquidated damages limit has been reached, Cepsa will be entitled to cancel the Order or Contract.

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### 21.2. Liquidated damages for late provision of services

If the deadline for performance of the services is not met, liquidated damages will be applied of 0.5% of the total amount of the service not executed by that deadline, by week of delay or fraction, up to a maximum of 10% of the Contract or Order.

Under no circumstances may the accumulation of liquidated damages for late provision exceed 10% of the price specified in the Order or Contract. Therefore, once that limit is reached, Cepsa may cancel the Order or terminate the Contract.

### 21.3. Liquidated damages for breach of service quality

In the event of a breach of this guarantee by the Supplier, 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 Supplier by any means, and to assign the costs thereof to the Supplier.

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

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## 22. CANCELLATION OF THE ORDER OR TERMINATION OF THE CONTRACT

The Contract or Order between the Parties shall terminate and be deemed ended in accordance with law in the following cases:

- 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) Because of serious or repeated breach by the Supplier of its obligations under the Contract or Order.
- d) For repeated breaches by the Supplier of the service quality provided, thus requiring the Cepsa to reinforce the continuous supervision of the work.
- e) Unilateral unmotivated termination by the Cepsa.
- f) At the request of the Cepsa as a result of the failure by the Supplier to present the certifications that their tax payments and social security contributions are current as mentioned in this Contract or Order.
- g) Breach by Supplier of Cepsa Group Supplier Code of Ethics and Conduct.

In cases b), c), d), f) and g) the termination shall not entitle the Supplier to compensation for any reason.

In case e) Cepsa must pay the Supplier any amounts pending up to the date of cancellation of the Contract or Order. The Supplier may not claim any other payments as compensation for loss of profits.

### 22.1. Procedure for terminating the Contract or cancelling the Order

If, contrary to expectations, either of the parties should fail to comply with one or more of its obligations, the other party may request it to correct the breach in question, granting it a term in which to do so of no less than thirty (30) days as from that following that of the notification made in a certified manner.

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If, after the deadline given, the default is not remedied within seven (7) days following the expiry of that period, the requesting party may:

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

If, in the event of a breach by one of the Parties, the other should decide not to exercise the right set down in the foregoing paragraph, this shall not involve express or tacit acceptance of the breach, nor does it mean that the affected Party waives its right to terminate the Contract or to cancel the Order in the event of a subsequent breach or to claim damages in the manner set forth in this Agreement

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### 23. AUDITS

Cepsa shall have the right during the term of the Contract to audit and/or inspect Supplier to verify compliance with the terms and conditions of the Purchase Order, as well as with internal procedures which according to the Purchase Order must observe by Supplier. The audits can be carried out by Cepsa or an external auditor. Cepsa shall notify Supplier with at least 10 days prior to the commencement of the audit. Supplier must give Cepsa or its external auditor reasonable access to its premises during normal business hours and access to all the relevant documentation related to the Purchase Order. The audit shall not release Supplier from any liability under the Contract and shall not discharge him from compliance with its obligations under the Purchase Order.

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### 24. CONFIDENTIALITY

Any information that Cepsa makes available to the Supplier as a result of the Order or Contract, including plans, drawings and specifications provided by Cepsa to the Supplier, is solely owned by Cepsa and will be considered confidential. Therefore, the Supplier undertakes not to disclose the information or provide copies or reproductions to third parties without the prior consent of Cepsa given in writing for each case, with the exception of any information which is in the public domain or is required by administrative or judicial authorities.

The Supplier is liable for its employees or professional advisers who have had access to this information and must ensure that they fully respect this obligation. Cepsa reserves the right to take appropriate legal action to defend its interests in relation to a breach of this obligation.

The Supplier may not reference, describe or use for publicity purposes or other purposes any material or documents under the Order, including those aspects that may affect the image of Cepsa, such as brands, logos, etc., without the prior written authorization of Cepsa.

"Confidential information" shall be deemed all information that can be disclosed orally, in writing or by any other means or medium, tangible or intangible, currently known or invented in the future, that is exchanged under the Order.

By way of example, Confidential Information shall include: the contractual documentation, concepts, ideas, knowledge, art, drawings, designs, drafts, reports, writings, diagrams, models, samples, and databases of any type, as well as any information relating to the financial, commercial, technical and/or industrial aspects of Cepsa.

During and after the term of the contract, the Supplier undertakes to treat all the information handled and which it has had access to as strictly confidential, and to comply with the following obligations:

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- Using confidential information solely for the performance of the Order;
- Allowing access to confidential information solely to those of its employees who need it to perform the Order;
- Keeping all confidential information secret;
- Storing confidential information in restricted areas and keeping confidential material from third parties separate, to avoid mix-ups or confusion;
- Having the means and procedures to prevent the loss of confidential information;
- Notifying Cepsa of any leaks of which it is aware, caused by the wrongful acts of those who have accessed the information. This communication does not relieve the Supplier of its liability for misuse of the information;
- Limiting the use of confidential information to that strictly necessary for the performance of the Order.

Under no circumstances does the use of confidential information involve the transfer for use of patents, licenses or royalties and ownership.

Without prejudice to the obligations imposed by legislation and assumed by the Supplier, such obligations shall not apply if it can be demonstrated:

- That the information was in the public domain at the time of disclosure by the Supplier;
- That, after the information was disclosed to the Supplier, it was published or fell into the public domain without the Supplier breaching the duty of non-disclosure;
- That upon being disclosed to the Supplier, the Supplier already knew it by legal means or had a legal right to access it;
- That the supplier had written consent to reveal the information;
- That it had been requested, in accordance with current regulations, by Administrative or Judicial Authorities. In this case, the Supplier must inform Cepsa of said requirement before execution.

Upon completion of the Order, the Supplier must return any confidential information it has received to Cepsa, and remove it from its systems, and will be required to confirm compliance with this obligation in writing.

The duty of non-disclosure shall remain in force for an unlimited period.

Any breach of confidentiality shall entitle Cepsa to cancel the Order ~~Contract~~ and claim any subsequent damages.

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### 25. PERSONAL DATA PROTECTION

In case that by the provision of the service, the supplier's personnel became aware of or access personal data, they shall be bound to secrecy and confidentiality regarding the same, in accordance with current legislation on personal data protection.

Even if the supplier does not have to access personal data for the provision of the service, the supplier 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 supplier and after the relationship has terminated; c) Inform the staff of the consequences arising from breach of these obligations.



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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 supplier 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 supplier as Controller for the proper fulfilment of his obligations.

The legal representative/s or Contract 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 owner of the data may exercise, to the extent that it applies, the rights of access, correction or deletion, limitation of its processing, objection, portability, and to oppose automated individual decisions at Paseo de la Castellana, 259 A, 28046-Madrid (Spain), or by e-mail [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 [dpo@cepsa.com](mailto:dpo@cepsa.com) with the reference: "Data Protection".

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## 26. INDUSTRIAL AND INTELLECTUAL PROPERTY

The Supplier states and guarantees 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 Supplier 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, in Spain or in another country.

The Supplier 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 Supplier or on its behalf, in connection with the Order or Contract or the use thereof by Cepsa.

Any information which, in any medium where it is located, may be provided by Cepsa to the Supplier for the execution of the Order or Contract, or which is collected in the course of the contractual relationship, as well as Intellectual 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 Supplier unless expressly provided in advance and in writing. The Supplier 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 Supplier 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 Supplier in implementing the Order or Contract. This assignment to 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 Supplier therefore waives any rights that it might have to register any work or content developed on the basis of the Order or Contract. The Supplier 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 Supplier 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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### 27. INFORMATION SECURITY

The Supplier 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 Supplier. In such cases, the Supplier must apply security measures in accordance with the sensitivity of the information contained therein.

The Supplier 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 Supplier shall be informed of the start of such audits or inspections at least ten calendar days in advance. These will be carried out during the normal hours of operation of the Supplier R's offices, and in no case will it hinder the work that takes place therein. The audit shall not alter the responsibility of the Supplier nor shall it exempt it from fulfilling its obligations under the terms of the Contract, and the Supplier 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 in which the elements of the infrastructure are provided to the Supplier by Cepsa, the Supplier shall process them and use them only to comply with its obligations under the Contract and for no other purpose.

The Supplier 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 Supplier 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 Supplier 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 Supplier as part of its performance of the Contract, to the extent that it is located in the premises of the Supplier.

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

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The Supplier 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 Supplier 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 secured in the process of installing new hardware or software elements and, in particular, the Supplier's default passwords.

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### 28. FORCE MAJEURE

Neither party will be liable for a breach of any of its obligations under the Order or Contract in the event that the execution thereof is delayed or made impossible due to force majeure.

The suspension of contractual obligations will last as long as the cause of force majeure persists.

In all cases of force majeure, the affected party shall inform the other party in writing within a maximum period of fifteen (15) days and with all the means and documentation at its disposal, setting out the cause of the force majeure and taking all measures in its power to resolve the cause of the suspension in the shortest possible time.

If the cause of force majeure has not ceased within a three (3) month period, either party may cancel the Contract.

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### 29. GOVERNING LAW

The contractual documentation shall be governed and construed in accordance with Spanish law.

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### 30. JURISDICTION

In the event of any doubt or dispute concerning the interpretation or execution of these General Service Procurement Conditions, Cepsa and the Supplier waive any jurisdiction and submit that may correspond to them and subject to the jurisdiction of the Courts and Tribunals of Madrid, the capital city of Spain.