

GENERAL TERMS AND CONDITIONS

Version 1 dated March 31, 2025

1. GENERAL PROVISIONS

- 1.1 These general terms and conditions (the "**T&Cs**") shall apply to all offers, orders, contracts and any other commercial acts for the provision of services and for the sale of goods produced or marketed by a supplier (said products and services, the "**Products**" and the "**Services**", respectively, and said supplier, in its condition as producer or marketer of said Product or as provider of said Service, the "**Supplier**") for Grupo Industrial Crimidesa, S.L., Compañía Minera Río Tirón, S.A.U., Compañía Minera Ilustración, S.A., Crimidesa Maroc SA and Excavaciones Castilla, S.L. (each of these companies, "**Crimidesa**" and, with the Supplier, the "**Parties**" and each of them, a "**Party**").
- 1.2 No stipulation made by the Supplier that is contrary to these T&Cs, or which modifies or deviates from them, shall be applicable, unless it is expressly accepted by Crimidesa, with an additional and simultaneous express derogation of the specific T&C affected.
- 1.3 Any of the following shall be deemed to be unconditional acceptance of these T&Cs by the Supplier: (i) written acknowledgement of these T&Cs; (ii) accepting a purchase order or an order for Products or Services from Crimidesa; (iii) providing all or some of the Services contracted by Crimidesa, or delivering all or some of the Products it orders; or (iv) any other act or expression of acceptance by the Supplier in relation with the Products or Services.
- 1.4 By accepting these T&Cs, the Supplier also accepts Crimidesa's Code of Ethics, which is attached as **Appendix I** to these T&Cs, as well as any subsequent versions, which will be made accessible through the following link www.crimidesa.es/ccggccEDK/GeneralTermsandConditionsofGrupoCrimidesaforSuppliers.
- 1.5 The T&Cs shall be supplemented, where applicable, by any stipulations that may be expressly agreed between Crimidesa and the Supplier with binding effects (the "**Specific Conditions**") in each contractual relationship entered into for the sale of Products or the provision of Services between Crimidesa and the Supplier (a "**Contract**"). For the purposes of these T&Cs, a Contract shall be considered signed, regardless of its form, when the Parties expressly agree on the essential elements of the contractual relationship. In the event of a discrepancy, the Specific Conditions shall prevail over the T&Cs, provided that Crimidesa expressly accepts the Specific Conditions in writing by signing the Contract.
- 1.6 Specific Conditions accepted by Crimidesa shall only apply to a specific Contract and shall not extend to past or future Contracts, unless expressly accepted in writing by Crimidesa.
- 1.7 These T&Cs only apply to commercial transactions with commercial counterparts.

- 1.8 The version of these T&Cs that shall apply to each transaction between Crimidesa and the Supplier shall be the version which is force at the time each transaction is negotiated, entered into and performed.
- 1.9 Crimidesa will be entitled to modify the T&Cs in force and any change will enter into force from the time the modified version of these T&Cs is published on the following link www.crimidesa.es/ccggccEDK/GeneralTermsandConditionsofGrupoCrimidesaforSuppliers.

2. SIGNING CONTRACTS AND PLACING ORDERS

- 2.1 Any Contract for the provision of Services or the sale of Products shall require (i) a written or verbal order from Crimidesa that is accepted by the Supplier; (ii) written confirmation of the order from the Supplier; or (iii) the full or partial provision of the Services, or full or partial delivery of the Products, by the Supplier in accordance with the terms of the order.
- 2.2 Unless otherwise stated in the Specific Conditions, orders placed by Crimidesa shall not be binding until the Supplier notifies Crimidesa of its acceptance thereof. Crimidesa shall be entitled to modify the stipulations of a purchase order or an order sent to the Supplier.

3. PRICES AND METHOD OF PAYMENT

- 3.1 Unless otherwise agreed in the Specific Conditions, all prices specified by the Supplier are given in Euros (EUR), are fixed and non-revisable, and may only be changed upon express written acceptance by Crimidesa.
- 3.2 The prices shall include, in all cases, the cost of providing the Services and the cost of delivery and installation, where applicable, of the Products, as well as the Supplier's overheads, which may not be passed on separately by the Supplier. Unless otherwise specified in the Specific Conditions, all applicable taxes, duties, customs duties, levies, fees and charges shall be borne by the Supplier.
- 3.3 Payments shall be made after the Supplier has sent the corresponding invoice to Crimidesa, in which the amounts due shall be clearly itemised. The invoice shall, in any event, indicate (i) the tax details of the Supplier and Crimidesa; (ii) the date and amount of the invoice; and (iii) an invoice or order number allowing the invoice to be identified.
- 3.4 Unless otherwise agreed in the Specific Conditions, payment shall be made by bank transfer to the account indicated by the Supplier, within 60 days from the date of receipt of the invoice by Crimidesa. For this purpose, only invoices sent to Crimidesa's Accounting Department or in the manner indicated by Crimidesa shall be valid.
- 3.5 Crimidesa may set off any amounts owed to the Supplier under any Contract against any amounts owed by the Supplier to Crimidesa and which is payable under these T&Cs or under any Contract. The Supplier expressly authorises Crimidesa to make such set-offs and may request from Crimidesa a breakdown of any amount offset.

4. ORDERING AND GUARANTEE

- 4.1** The Services shall be provided and the Products shall be delivered in accordance with the Contract, and may not be modified by the Supplier without the prior consent of Crimidesa.
- 4.2** Contracts shall not be considered fulfilled until all Services have been provided, all Products have been delivered, and all documentation related to the Contract has been provided to Crimidesa.
- 4.3** Ownership of and risk related to the Products shall pass upon actual delivery to Crimidesa, which shall take place upon confirmation of receipt by Crimidesa. The Supplier shall be liable for the loss of the Products and for any damage thereto, insofar as this occurs prior to the passing of the risk of such loss or damage to Crimidesa.
- 4.4** The Contract may allow for the provision of Services or delivery of Products in instalments, in which case the above shall apply to each instalment of the Contract separately, and for the Contract as a whole when completed.
- 4.5** Unless otherwise specified in the Specific Conditions, the warranty period for the Services provided and the Products sold by the Supplier shall be the 12 months from their receipt by Crimidesa. During the warranty period the Supplier shall bear all repair and replacement costs in relation to defective Products or Services.

5. PROVISION OF SERVICES AND DELIVERY OF PRODUCTS

- 5.1** The Supplier shall take the necessary measures to provide the Services and deliver the Products, providing all necessary materials, equipment, vehicles, personnel and know-how. Furthermore, the Supplier shall coordinate and control the provision of the Services and the delivery of the Products in order to comply with the Contract and any additional specifications of Crimidesa.
- 5.2** The Supplier's employees, representatives and agents, as well as subcontractors and their employees in accordance with Clause 8.2, must have the necessary training to perform the tasks they will carry out as part of the Services or in the delivery of the Products.
- 5.3** Where the Services or the delivery of Products require employees, representatives and agents of the Supplier, or subcontractors and their employees in accordance with Clause 8.2, to access Crimidesa's premises, the following paragraphs shall apply:
 - 5.3.1** only persons expressly authorised by Crimidesa, who must identify themselves and evidence their relationship with the Supplier, may access the facilities;
 - 5.3.2** the Supplier shall comply, in relation to its employees, with the applicable labour and social security regulations, and, where applicable, shall ensure compliance with such regulations by its subcontractors. The Supplier shall provide evidence of such compliance upon request by Crimidesa;
 - 5.3.3** the Supplier shall ensure, in any case, compliance with all the rules applied by Crimidesa in its facilities, including compliance with the regulations on prevention of occupational hazards and any other specific regulations that may apply; and

- 5.3.4 the use of the facilities or machinery, if any, shall be appropriate for the provision of the Services or delivery of the Products, and if it poses a risk to any person, to the facilities or to the machinery, shall only be performed with the prior approval of Crimidesa's employee, representative or agent in charge of the facilities.
- 5.4 When the Services involve the transport, storage, handling, inspection or any other action by the Supplier of products sold by Crimidesa to a client (the "**Sold Products**"), the following paragraphs shall apply:
- 5.4.1 the Supplier shall maintain the condition and state of the Sold Products during the provision of the Services, in accordance with Crimidesa's instructions;
- 5.4.2 the Supplier shall retain the packaging of the Sold Products made by Crimidesa and, in case of degradation or defect of the original packaging, shall package the Sold Products to preserve their quality; and
- 5.4.3 any handling of the Sold Products shall be carried out with due diligence, making use of appropriate techniques, material means, machinery and vehicles.

6. SUPPLIER REPRESENTATIONS

- 6.1 In contracting with Crimidesa and accepting the T&Cs, under the terms of Clause 1 above, the Supplier represents that:
- 6.1.1 The Supplier is an entity validly incorporated according to its legal form and existing under the laws of its country of incorporation, and has full capacity to contract with Crimidesa.
- 6.1.2 The Supplier has all the necessary licences, permits and authorisations, and complies with all requirements for the provision of the Services, and the provision of the Services does not breach any legal or contractual obligation of the Supplier.
- 6.1.3 The Products sold or delivered by the Supplier, if any, are free from defects, visible or hidden, and their transport, storage, maintenance and installation shall be carried out with due diligence and in compliance with all of Crimidesa's indications and with the commercial standards corresponding to the type of product.
- 6.1.4 The Supplier does not infringe, in the course of its activity, any provision of Spanish or EU regulations, or of the regulations of third countries applicable to it, in the field of prevention of money laundering and financing of terrorism. Likewise, the Supplier has not been inspected or sanctioned by any competent body in the field of money laundering.
- 6.1.5 The Supplier, its shareholders, directors, officers and representatives, are not subject to any sanctions programmes, embargoes, restrictions or prohibitions imposed by the European Union or any of its Member States, the United Nations, or the United States of America, or by any other applicable government or authority, which would prevent or limit Crimidesa from contracting with the Supplier.

- 6.1.6** The Services provided by the Supplier, as well as the Products sold by the Supplier or their delivery, are not subject to any sanctions programme, embargoes, restrictions or prohibitions imposed by the European Union or any of its Member States, the United Nations, or the United States of America, or any other applicable government or authority.
- 6.1.7** Funds obtained by the Supplier under any Contract subject to these T&Cs shall not be used to finance any activity or business involving non-compliance by any person with legislation, regulations, guidelines, resolutions, programmes or restrictive measures relating to international economic and financial sanctions imposed by the European Union or any of its Member States, the United Nations, or the United States of America, or any other applicable government or authority.

Sanctions and restriction programmes as referred to in paragraphs 6.1.5, 6.1.6 and 6.1.7 above include, by way of example and without limitation: (i) Council Regulation (EU) No. 36/2012 of 18 January 2012 concerning restrictive measures in view of the situation in Syria; (ii) Council Implementing Regulation (EU) 2024/362 of 22 January 2024 implementing Regulation (EU) No. 36/2012; (iii) Council Regulation (EU) No. 269/2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine; (iv) Council Decision 2014/145/CFSP of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine; and (v) any successor legislation.

- 6.2** If deemed necessary or appropriate for compliance reasons, Crimidesa may request that the Supplier make additional representations by filling and signing a responsible statement sent by Crimidesa.

7. ADDITIONAL SUPPLIER OBLIGATIONS

- 7.1** The Supplier shall at all times be solely responsible for complying with any and all applicable regulatory requirements and generally accepted industry standards.
- 7.2** The Supplier shall indemnify and hold harmless Crimidesa, its related companies, including any entity subject to the majority control of Crimidesa, and their agents, employees and representatives, against any and all claims, damages, losses, costs or expenses (including attorneys' fees) arising from the defective or incomplete provision of the Services by the Supplier, the Supplier's breach of the provisions and representations contained in these T&Cs, the negligence or wilful misconduct of the Supplier.

8. SUBCONTRACTING

- 8.1** The Supplier shall not subcontract any or all of the Services, or delegate any obligation or right under the Contract, unless expressly authorised to do so in writing by Crimidesa. The Supplier shall seek Crimidesa's authorisation before subcontracting any part of the Services and shall provide such information about the subcontractor as Crimidesa may request.

- 8.2** If Crimidesa approves any subcontracting, the Supplier shall in any case be liable for the actions carried out by the subcontractor and its employees, and for ensuring that the Services provided meet the specifications of the Contract.

9. INSPECTIONS

- 9.1** Crimidesa may, upon notice to the Supplier, inspect the performance of the Services for compliance with the Contract. If the Services are provided at Crimidesa's premises, no prior notice shall be required.
- 9.2** Inspections carried out by Crimidesa, or by third parties on its behalf, shall not relieve the Supplier of its liability under these T&Cs or the Contract. If an inspection reveals defects in the provision of the Services, Crimidesa shall notify the Supplier and, if the Services do not comply with the specifications of the Contract, Crimidesa may claim compensation for the damage caused, in accordance with Clause 11.1 below.

10. INSURANCE

- 10.1** Without prejudice to the responsibilities established for the Parties in these T&Cs, the Supplier shall contract and maintain in full force and effect, with insurance companies of recognised prestige and solvency, the following insurance coverage:

10.1.1 Any compulsory insurance in accordance with the legislation in force.

10.1.2 Civil liability insurance covering, on a comprehensive basis and with an insured sum of not less than EUR 3,000,000 per claim, liability for claims arising from all the Supplier's activity in connection with the Contract, resulting from:

- (i) loss of, damage to, or loss of use of Crimidesa's or third parties' property.
- (ii) personal injury, including injury to the personnel in the service of the Supplier and/or Crimidesa.

In each insurance policy, the insurance company shall waive its right of subrogation.

- 10.2** The Supplier shall, before commencing the performance of the Contract and to Crimidesa's full satisfaction (e.g. by means of appropriate certification from the insurance company), provide evidence that the insurance policies contracted are fully valid, their scope of cover and that they meet the conditions herein.
- 10.3** The fact that the Supplier has submitted copies of the required insurance policies or certification thereof shall not imply that Crimidesa has approved them or that they comply with the requirements.
- 10.4** The Supplier shall notify Crimidesa of any change affecting the validity of the insurance policies referred to in Clause 10.1 above. In the event that the expiry of the policies occurs during the term of the Contract, it shall be necessary to prove their renewal and compliance with the requirements set out in this clause. Likewise, when required to do so by Crimidesa, the Supplier shall also

deliver a copy of the insurance policies and the receipt evidencing the payment of the corresponding premium.

- 10.5** The requirements set forth herein for the Supplier shall be passed on by the Supplier to all subcontractors and/or participants in the performance of the Contract.

11. SUPPLIER LIABILITY

- 11.1** The Supplier shall indemnify Crimidesa against any damage, claim, loss, expense or liability suffered or borne by Crimidesa, its employees, suppliers or subcontractors, arising from (i) the defective provision of the Services; (ii) any material defect in the Products or failure to deliver and install them; (iii) the failure of the Products to conform to the provisions of the Contract; or (iv) any negligent or wilful act of the Supplier's employees, representatives and agents.

- 11.2** The Supplier shall be liable for any damage, claim, loss, expense or liability suffered or borne by its employees, subcontractors, or any third party, and arising from (i) the defective performance of the Services; (ii) any material defect in the Products or failure in their delivery and installation; or (iii) for any negligent or wilful misconduct on the part of the Supplier's employees, representatives and agents.

12. LIMITATION OF CRIMIDESA'S LIABILITY

- 12.1** Crimidesa's liability for any damage or claim, irrespective of their legal basis, shall be limited exclusively to the following stipulations:

12.1.1 Crimidesa shall be liable for claims based on a wilful or negligent breach of its obligations by one or more of its legal representatives, employees or agents.

12.1.2 Following an agreement between the Parties or a final judicial decision, Crimidesa shall be liable for damages arising from the negligent breach by one or more of Crimidesa's legal representatives, employees or agents of those duties the performance of which is a fundamental precondition for the proper performance of the Contract itself and on the performance of which the contractual parties can usually rely (essential duties).

12.1.3 Subject to paragraph 12.1.2 above, in the event that the Services involve accessing Crimidesa's premises, Crimidesa shall only be liable for damage suffered by the Supplier's employees, representatives and agents when (i) they result from a negligent or wilful breach by Crimidesa of its obligations to maintain the premises; and (ii) the obligations set out in Clause 5.3 above have been complied with.

- 12.2** The exclusion of liability shall not affect the Supplier's rights which cannot be excluded under Spanish law.

- 12.3** The burden of proof, both of the non-performance or defect and of the damage, lies with the Supplier.

13. FORCE MAJEURE

- 13.1** Neither Party shall be liable or responsible for any delay or failure to perform its obligations under the Contract between them, to the extent that the breach was caused by an event beyond its control (force majeure), during the time that such cause has its effects. The same shall apply in the case of breaches of contract by suppliers due to force majeure. For the purposes of these T&Cs, an event of force majeure shall include, in particular and without limitation: (a) a state of war or civil war, whether declared or undeclared, (b) fire, (c) natural disasters such as floods, storms, etc., (d) a general shortage of raw materials or the impossibility of obtaining equipment or materials, (e) restrictions on energy consumption, (f) enactment of legislation or governmental decisions, embargoes, export and import restrictions affecting transportation or deliveries, (g) strikes, lockouts or labour disputes of any kind (whether involving its own employees or others), (h) accidents, (i) seizures or expropriations, and (j) any production failure beyond its reasonable control.
- 13.2** If any of the Parties is affected by one (or more) of the events described in Clause 13.1 above, it shall immediately notify the other Party, stating the nature of the event, its estimated duration and the actions being taken to avoid or minimise its effects.
- 13.3** Neither Party shall be subject to any obligation to comply with any demand or requirement to end a strike or other coordinated action by its workers.
- 13.4** Neither Party shall be subject to any obligation to comply with any demand or requirement to end a strike or other concerted action by its workers.
- 13.5** Each Party shall have the right to cancel the Contract by notice in writing or in electronic form if performance of the Contract is impossible for more than six months, in accordance with Clause 13.1 of these T&Cs.

14. REGULATORY COMPLIANCE REQUIREMENTS

- 14.1** The Supplier shall comply with all legal provisions applicable to it in the performance of its business, including, without limitation, provisions on the prevention of occupational hazards, environmental protection and sustainability, and the protection of personal data.
- 14.2** Upon Crimidesa's request, the Supplier shall provide all certificates, manuals and other documents proving compliance with all legal provisions to which it is subject, and in particular the legal provisions specific to its sector of activity.

15. DATA PROTECTION

- 15.1** Personal data processing by Crimidesa and the Supplier

Under current data protection legislation, both Parties are bound to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing and free movement of personal data and with the provisions of Organic Law 3/2018 of 5 December on the Protection of Personal Data and the guarantee of digital rights, as well as

any other regulations that may be applicable.

The personal data of the natural persons involved in the signature and in the management and execution of the Services in the name or on behalf of Crimidesa or the Provider (and any other data for which the receiving Party becomes responsible) shall be processed under the responsibility of the receiving Party for the conclusion, development, maintenance and control of the contractual relationship and the fulfilment of their respective legal obligations. The processing of personal data is necessary for the purposes indicated above, and the grounds for legitimacy are (i) the legitimate business interest of each of the Parties in the conclusion, performance, fulfilment and control of the contractual relationship; and (ii) the fulfilment of legal obligations.

Personal data will be processed during the contractual relationship and thereafter for a period of 6 years after its termination, for the sole purpose of complying with any applicable law, unless, exceptionally, a longer limitation period for any legal or contractual actions would apply to the Parties.

The data will not be communicated to third parties, except, and where appropriate, to competent authorities acting in the exercise of their functions or to third parties when this is necessary for the performance of the contractual relationship. Likewise, with respect to the data processing carried out by Crimidesa, sometimes, given its global nature, in the management and performance of the contractual relationship, data may be processed outside the European Economic Area in territories that do not grant an equivalent level of data protection. In these cases, Crimidesa shall adopt all the necessary safeguards to ensure adequate data protection.

The data subject may exercise the rights of access, rectification, objection, erasure, portability, limitation of processing, the right to object to processing based on automated decisions and any other rights recognised by law, with respect to the processing for which each Party is respectively responsible, by writing to the corresponding data controller. Likewise, data subjects are informed that they may submit any claim or request related to the protection of their personal data to the corresponding data protection authority, which in Spain is the Spanish Data Protection Agency (www.aepd.es).

Each Party undertakes that, prior to informing the other Party of any personal data of persons involved in the performance and management of the contractual relationship or other third parties, it shall have informed such person of the content of the provisions of the preceding paragraph and shall have complied with any other requirements that may be applicable for the correct communication of their personal data to the receiving Party, including the duties of information and protection on a legal basis, without the receiving Party having to take any additional action vis-à-vis the data subjects.

15.2 Protection of personal data provided by Crimidesa

For the execution of the contractual relationship, it is possible that the Supplier may require access to personal data - as processor and acting for and on behalf of Crimidesa - for which Crimidesa is responsible (the "**Personal Data**"). In the event that the Supplier shall process the Personal Data as processor on behalf of and for the account of Crimidesa, the conditions set out in **Annex II** of these T&Cs shall apply.

16. MISCELLANEOUS

16.1 Place of performance

The place of performance for the purposes of all claims arising from any contract concluded between the Supplier and Crimidesa is the registered office of the head office of the Crimidesa group, in Madrid.

16.2 Full agreement

These T&Cs and the Specific Conditions, if any, shall constitute the final, complete and exclusive terms and conditions of the Contract between the Parties relating to the sale of Products and the provision of Services by the Supplier, and supersede all previous and contemporaneous agreements and understandings between the Parties.

16.3 Communications

All communications between Crimidesa and the Supplier shall be made in writing, including by e-mail, and, for them to be binding, they must be sent or signed by persons duly authorised by the sending Party.

Unless otherwise agreed, each Party's address for notifications shall be its registered office or, where applicable, the address stated in the Contract.

16.4 Segregability

If any of the individual provisions of these T&Cs should be or become ineffective in whole or in part, this shall not affect the remaining provisions of the T&Cs. This shall also apply if an unintentional omission in the Contract becomes apparent. The provision of the T&Cs that is ineffective in whole or in part will be replaced, or the unintentional omission will be completed, unilaterally by Crimidesa, without the need for it to be ratified by the Supplier, becoming effective upon the publication of the amended version of the T&Cs on the following link www.crimidesa.es/ccggccEDK/GeneralTermsandConditionsofGrupoCrimidesaforSuppliers.

16.5 Transfer

Neither these T&Cs, nor the Contract or any of the rights and obligations thereunder may be assigned, delegated or otherwise or by virtue of any title transferred by the Supplier without the prior written consent of Crimidesa.

Crimidesa may freely assign its contractual position in the T&Cs, the Contract or any of its rights or obligations under the T&Cs to any company forming part of its group as well as to any third party.

16.6 Advertising

Any marketing, promotional or other advertising material, written or in electronic format, which refers to Crimidesa, its related companies, its products or these T&Cs must be approved by Crimidesa prior to use or dissemination.

16.7 Confidentiality

The Supplier shall not disclose to any person other than the Supplier's personnel, without the express written consent of Crimidesa, any documents, drawings, schemes, plans, designs, specifications, commercial pricing information, billing or payment data, know-how, discoveries, production methods and the like marked as confidential, proprietary or similar ("**Confidential Information**") provided to the

Supplier by Crimidesa or on behalf of Crimidesa for the performance of a Contract. The Supplier shall take reasonable precautions against such Confidential Information being accessed by unauthorised persons, and shall not employ such Confidential Information for its own use for any purpose whatsoever, unless previously authorised in writing by Crimidesa. Crimidesa reserves title to all technical information, and the Supplier shall, upon Crimidesa's request or upon termination of the Contract, return or deliver all Confidential Information in tangible form to Crimidesa. The term "Confidential Information", as used in this clause, shall not include information which is generally published or legally available to the Supplier from other sources, or which has become known to the Supplier prior to its disclosure to the Supplier by Crimidesa or on Crimidesa's behalf.

16.8 Cybersecurity

The Supplier shall maintain, at least, the appropriate technical and organisational cybersecurity measures which shall, if applicable, be consistent with the Confidential Information it processes.

16.9 Intellectual and Industrial Property Rights

Crimidesa, or its related companies, is the owner of certain distinctive signs, trademarks, trade names, logos and other elements of intellectual or industrial property. Unless expressly permitted by Crimidesa, no use of the distinctive signs, trademarks, trade names, trade names, logos or other elements of intellectual or industrial property is permitted, nor the adoption, use or registration of any word, phrase or symbol that resembles the same, in a way that may lead to confusion or cause uncertainty, or undermine or infringe them in any way, or that gives to understand that Crimidesa recommends the products or services of another entity.

16.10 Waiver of claims for performance

Under no circumstances shall Crimidesa's failure or delay in exercising or enforcing any condition, provision, remedy, measure, right or part of these T&Cs or any Contract which may or may not arise hereunder be construed as (i) a waiver of the condition, provision, remedy, measure, right or part thereof or (ii) a forfeiture of the right to enforce the same in the future.

16.11 Typographical errors

Typographical, clerical or computer errors in any document provided by Crimidesa shall be corrected by Crimidesa.

16.12 Independence of the Parties

Nothing in these T&Cs shall be construed as constituting a partnership between the Parties, nor shall anything in these T&Cs make either Party the agent of the other Party for any purpose. Furthermore, each Party shall remain solely responsible for its own acts, representations, contracts, performances, products and personnel.

16.13 Third parties

Nothing in this document is intended to create any rights of any third party against Crimidesa.

17. APPLICABLE LAW AND JURISDICTION

17.1 Applicable law

These T&Cs and each Contract concluded between the Supplier and Crimidesa shall be governed by Spanish law (*Derecho común español*). The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

17.2 Jurisdiction

The Parties, expressly waiving their rights to submit to any other jurisdiction, submit to the courts of the city of Madrid for the resolution of any dispute, claim or controversy arising out of or in connection with these T&Cs and each Contract concluded between the Supplier and Crimidesa, including any question relating to its interpretation, existence, validity, performance, termination, nullity or effectiveness.

APPENDIX I - CODE OF ETHICS



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APPENDIX II - DATA PROTECTION

The access to and processing of the Personal Data by Crimidesa as data processor, in the name and on behalf of the Client, shall be carried out in compliance with the provisions of the Spanish regulations on personal data protection in force at any time and the European Data Protection Regulation 2016/679 of 27 April (the “**GDPR**”). The Personal Data, the categories of data subjects to whose data the Supplier will have access and the processing operations that will be carried out will be, fundamentally, the following:

Categories of data subject	Types of Personal Data	Processing operations
Crimidesa's employees, representatives, clients and collaborators.	Personal details, professional details, employment status and information regarding the Services.	Collecting, structuring, storing, retrieving, consulting, comparing, modifying, extracting, interfacing, limiting, deleting and transferring.

The Supplier and Crimidesa each acknowledge the other to have the following rights and obligations:

- (A) Crimidesa alone is responsible for deciding on the purpose, content and use of the processing of Personal Data by the Supplier.
- (B) The Supplier undertakes to process, obtain, access and migrate the Personal Data in accordance with this Appendix and with the personal data protection regulations applicable from time to time (in particular, the GDPR and Organic Law 3/2018 on the Protection of Personal Data and Guarantee of Digital Rights - “**LOPDGDD**”) and the guidelines, resolutions, recommendations and indications issued from time to time by the competent authorities (in particular, the Spanish Data Protection Agency and the European Data Protection Committee) and the courts on data protection matters (the “**Data Protection Regulations**”).

Likewise, the Supplier undertakes to keep documentary evidence of compliance with the Data Protection Regulations in the processing of Personal Data which may be required or audited by Crimidesa, or by a third party appointed by Crimidesa, at any time.

- (C) Crimidesa shall at all times ensure compliance with the Data Protection Regulations and shall supervise the processing carried out by the Supplier.
- (D) The Supplier undertakes to follow Crimidesa's documented instructions. The Supplier shall not use the Personal Data for any purpose other than as provided herein and shall immediately inform Crimidesa if, in its opinion, an instruction is in breach of the Data Protection Regulations. In particular, the Supplier shall only access Crimidesa's computer systems for the purpose of processing the Personal Data (excluding access to any other personal data other than the Personal Data) in order to provide the Services and to comply with the obligations hereunder.
- (E) The Supplier shall process the Personal Data in accordance with the security criteria and content provided for in the Data Protection Regulations, in particular Article 32 of the GDPR, and shall adopt the necessary or appropriate technical and organisational security measures, which shall include, among others:

- pseudonymisation and encryption of personal data;

- the ability to ensure the continued confidentiality, integrity, availability and resilience of processing systems and services;
- the ability to restore availability and access to personal data quickly in the event of a physical or technical incident;
- a process of regular verification, evaluation and assessment of the effectiveness of technical and organisational measures to ensure the security of processing; and
- appropriate training in data protection matters for the persons authorised to process them.

In addition, the Supplier shall implement specific policies and protocols to prevent cyber-attacks and security breaches in the computer systems used to process Personal Data.

- (F) The Supplier ensures that only its employees who need access to the Personal Data, and to the extent necessary to provide the Services, shall have access to the Personal Data. The Supplier shall ensure that the persons authorised to process the Personal Data are duly trained in data protection matters and have undertaken to respect confidentiality, or are subject to a confidentiality obligation of a statutory nature, and to comply with the Data Protection Regulations. To this end, the Supplier shall make available to Crimidesa documentation accrediting the fulfilment of this obligation.
- (G) The Supplier shall not communicate or transfer the Personal Data to third parties, not even for storage, except in the cases authorised by law or in the cases in which Crimidesa gives a direct, express and written instruction to communicate them to a third party. In any case, the Supplier shall carry out the transfers in full compliance with the Data Protection Regulations and shall keep the corresponding documentation regarding the transfer.
- (H) Upon termination of the provision of the Services, the Supplier shall return or destroy the Personal Data following Crimidesa's instructions, or shall give them the purpose indicated by Crimidesa. The Supplier shall make available to Crimidesa documentation evidencing compliance with such actions. Without prejudice to the foregoing, the Supplier shall retain for 3 years following the termination of the provision of the Services sufficient evidence that it has complied with the Data Protection Regulations during the provision of the Services. Such evidence shall be kept in order to be made available to Crimidesa when required by Crimidesa.
- (I) The Supplier shall communicate to Crimidesa by the agreed means of notification, without undue delay and in any event within 36 hours, the security breaches or cyber-attacks suffered by the Supplier, or by any of the authorised sub-processors, relating to the Personal Data. The communication shall contain all information and documentation considered relevant under the Data Protection Regulations, and shall include, as exhaustively as possible: information on the data subjects affected (including, as far as possible, the category and number of data subjects affected and the category and volume of data affected), the causes of the breach, a description of the breach, the consequences for the data subjects and the measures taken to mitigate its impact. In any case, Crimidesa shall decide on the content of the notification and shall

communicate the security breach to the competent authority and, where appropriate, to the data subjects.

(J) The Supplier shall, by the agreed means of notification, notify Crimidesa without undue delay and within 3 days at the latest, of:

- any notification or request for exercise of rights received from data subjects;
- any report, complaint, enquiry, investigation, notification or request concerning Crimidesa's data protection obligations initiated by data subjects or by the competent data protection or consumer protection authorities;
- any report, complaint, enquiry, investigation, notice or request relating to an enforcement or sanctioning procedure initiated by any competent administrative or judicial authority in relation to the processing of the Personal Data, received by the Supplier or by any authorised sub-processor; and
- any other communication directly or indirectly related to the processing of personal data in connection with the Services such as an investigation opened into Crimidesa or related to its data files.

In any case, the Supplier shall actively collaborate and assist Crimidesa in the preparation of the replies to the notifications and requests described in this section.

(K) The Supplier shall collaborate with, assist and inform Crimidesa, to the extent that Crimidesa reasonably requests, including by preparing and drafting documentation, in order to facilitate Crimidesa's compliance with its obligations under the Data Protection Regulations, and in particular the following obligations:

- maintenance of the register of processing activities;
- implementation of appropriate technical and organisational measures to respond to requests from data subjects in the exercise of their rights;
- response to requests for rights by data subjects;
- management of security breaches and their communication to the competent authorities and, where appropriate, to data subjects;
- preparing and carrying out data protection impact assessments and prior consultations with competent authorities;
- management of security measures;
- compliance with the competent authority's consultation obligations.

(L) The Supplier shall not use any other data processor without Crimidesa's prior written and specific authorisation. In order to obtain such authorisation, the Supplier shall inform Crimidesa of the identity of the supplier with whom the Supplier wishes to engage and the service to be provided.

The Supplier shall not engage any sub-processor until it has obtained Crimidesa's specific prior written authorisation. The Supplier shall also inform Crimidesa if it intends to replace the authorised sub-processors or to recruit new sub-processors.

The Supplier shall sign a written contract with all sub-processors, with terms similar to, but never less restrictive than, the content included in this Appendix and shall pass on to the sub-processor the instructions provided by Crimidesa. The Supplier shall ensure that the sub-processors comply with their obligations under the Data Protection Regulations and shall be solely and exclusively responsible for the breaches of the sub-processors, and shall be obliged to indemnify Crimidesa in full for any consequences arising from such breaches.

- (M) The Supplier shall not carry out, directly or indirectly (through sub-processors), international transfers of Personal Data outside the European Economic Area (the "**EEA**") except with the prior, express and written authorisation of Crimidesa and in accordance with the guarantees established in the Data Protection Regulations regarding international transfers.
- (N) The Supplier shall make available to Crimidesa, all information and documentation necessary to demonstrate compliance with all obligations under this Appendix and the Data Protection Regulations by the Supplier and authorised sub-processors, if any. The Supplier and the sub-processors shall allow and contribute to periodic audits, including inspections, by Crimidesa or an auditor authorised by Crimidesa.
- (O) In the event that the Supplier collects Personal Data, the Supplier undertakes to obtain such Personal Data in accordance with the Data Protection Regulations. In particular the Supplier shall ensure that there is a legal basis for obtaining and processing such Personal Data in the name and on behalf of Crimidesa and shall inform the data subjects about the particular processing Crimidesa intends to carry out (in accordance with Articles 11 LOPDGDD and 13 and 14 RGPD). In any case, the Provider shall agree with Crimidesa the content and format of the information provided before starting to collect them.
- (P) The Supplier undertakes to notify as soon as it becomes aware of any errors or inaccuracies in the Personal Data and to implement mechanisms to keep the Personal Data up to date and accurate.
- (Q) The Supplier shall be liable and shall hold Crimidesa harmless for any damage or prejudice of any nature - including sanctions that may be imposed by any competent administrative or judicial authority - that Crimidesa may suffer as a consequence of the breach of the obligations established in this Appendix or the Data Protection Regulations in force at any time.