

**EVOLUTIO CLOUD ENABLER S.A.U, S.A.U.  
GENERAL PURCHASING CONDITIONS**

**1. Definitions, objective and scope of application.**

1.1 The following terms shall have the meanings assigned to them below:

**The Company:** means Evolutio Cloud Enabler, S.A.U. whose registered office is located at Calle Isabel Colbrand 6-8 28050 Madrid, incorporated by the Public Document executed by the Notary Public of the Distinguished Association of Notary Publics of Madrid, Mr. Isidoro Lora Tamayo Rodríguez, on the 13<sup>th</sup> of November of 1992, number 3046 of his protocol, entered into the Mercantile Register of Madrid, volume 4.496, Section 8, Folio 147, Page M-74132, 1<sup>st</sup> Entry (CIF A-80448194).

**Purchasing:** means any acquisition of goods or services, as well as the execution of any work.

**Purchase Order:** means the contract, the Purchase Order or any other document by which the acquisition of goods or a service, or the execution of some work, is formalised.

**Supplier:** means the natural or legal person who knows, consents to and accepts these General Purchasing Terms along with the Purchase Orders or the Annexes to the terms that may be agreed upon.

1.2 The objective of the General Purchasing Terms herein (hereinafter referred to as “CGCs”) are to set up a general legal framework of rights and obligations between the parties, which will be applicable to all the Purchase Orders executed, awarded and issued by THE COMPANY for the delivery of goods, the acquisition of services or the execution of different works.

1.3 Except for general or individual derogations specifically stated in Annexes to the CGCs herein or what is set forth in the Purchase Order which, where appropriate, may be subscribed to by both parties, these CGCs are exclusively applicable to the commercial relations between THE COMPANY and the Supplier, considering them to be of a higher rank than any other ones to the contrary from the Supplier which might contradict them.

**2. Service Contracting Modalities. The issuing and acceptance of Purchase Orders.**

2.1 According to the different Purchasing Modalities of THE COMPANY, there are two ways of formalising them:

- a) –By contract; or
- b) –Through a Purchase Order.

In certain cases, both ways are used simultaneously, first signing a contract and then issuing Purchase Orders against that contract.

2.2 Independently of carrying out a request by telephone in advance for the supplying of services or the delivery of goods, THE COMPANY shall make the Purchase Orders in writing and shall send them to the Supplier via fax, normal post, certified post or electronic mail. All THE COMPANY Suppliers shall have an electronic mail address or a fax number and they shall have communicated it to THE COMPANY.

2.3 The acceptance of a Purchase Order shall take place in the following cases:

- a) At the time that the duplicate copy of it or acknowledgement of its receipt reaches THE COMPANY, having been signed by the Supplier; or
  - b) When four working days have gone by since the notification or sending of the Purchase Order to the Supplier, as long as the Supplier has not previously notified its non-acceptance of it.
- 2.4 The sending of the acknowledgement of receipt of the Purchase Order herein shall be understood to be a complete acceptance on the part of the Supplier of the CGCs herein and of the contents of the Purchase Order itself.

Notwithstanding the above, THE COMPANY reserves the right to cancel the Purchase Order in the event that it does not receive the duplicate copy of it or the acknowledgement of its receipt within the time period indicated in point 2.3 b) or the Supplier refuses to accept any of the General Terms herein.

The terms that have been specifically accepted by THE COMPANY in writing and incorporated into the document herein as an Annex or Individual Terms may solely and exclusively modify or complete the CGCs herein.

### **3. Services to be supplied. Delivery of products and services.**

- 3.1 The Supplier undertakes to deliver the goods and/or services included in a Purchase Order on the delivery dates indicated in the Purchase Order and to the address indicated on it. Within the price of the goods and/or services, all the expenses shall be included that are directly or indirectly related to the goods, the merchandise or the service up to that point of delivery. The merchandise shall be transported at the risk and fortune of the Supplier. The transmission of the risk will take place upon acceptance of the merchandise or the services. Each package in which the merchandise is sent shall clearly indicate the address for its delivery, as well as the Purchase Order number.
- 3.2 The goods or merchandise shall be delivered with full documentation, accompanied by all the appropriate legal and regulatory documents (certificates of origin, etc...), it being a mandatory requirement to attach a delivery note with the object of its reception on the part of THE COMPANY as well as the corresponding serial number of the equipment contained in each Purchase Order, as is indicated in term 3.3 below. In the cases where it is appropriate, mention shall be made of the location of the equipment delivered if this were to have occurred in the node centres of THE COMPANY
- 3.3 The verification and the reception of the merchandise shall be performed after the delivery. The initial reception by THE COMPANY shall be understood to be a provisional reception. The Supplier shall not consider the acknowledgement of receipt by THE COMPANY, or THE COMPANY's signature as being the final acceptance. The final reception (including the quality control tests and any other tests that THE COMPANY may perform), where appropriate, shall be carried out within a maximum period of 30 days as of the provisional reception date. The final reception date shall be the one to be taken into account for the purpose of initiating the warranty period applicable to the merchandise or to the services.
- 3.4 The merchandise delivered in excess of what was requested, unacceptable merchandise or defective merchandise will be returned to the Supplier at its own risk and carriage forward. The unacceptable merchandise and the defective merchandise will be replaced by new merchandise in identical condition to the merchandise initially delivered, unless THE COMPANY decides to cancel the Purchase Order and to request the corresponding penalties listed, where appropriate, on the Purchase Order or in the contract.
- 3.5 The transmission of the ownership of the merchandise shall take place once the merchandise is delivered and finally accepted at the place of delivery mentioned in term 3.1 above.

#### **4. Term.**

- 4.1 This Contract will begin on the date it is signed by both parties and will have the term mutually agreed between them in the Purchase Order. In case no term has been agreed between the Parties in the Order, the duration of the supply will be one (1) year.
- 4.2 The Contract will be considered to be tacitly extended for 12-month periods.
- 4.3 THE COMPANY shall be entitled to terminate these general conditions and/or any order which is released with them, totally or partially, without the need of invoking any justified cause by notifying in writing to the other party with a prior notice of one (1) month.
- 4.4 In that case, the Supplier shall have no right to be compensated in any manner whatsoever. However, parties will be required to deal with accumulated liabilities for each of them in the execution of these conditions until the anticipated completion date.

#### **5. Period of execution. Delays in the deliveries of goods and services.**

- 5.1 The Supplier is obligated to comply with the supply deadline commitments for the services or the delivery of the products set forth in these CGCs, in the Purchase Order or in any Annex to these CGCs.
- 5.2 In the event that the Supplier does not comply with term 5.1 above or it does not respect the delivery deadline defined in each Purchase Order, and whenever the said delay cannot be attributed to THE COMPANY or to Acts of God, a penalty shall be applied to the Supplier for each week of delay equivalent to 3% of the total amount of the Purchase Order. In the event that the delay surpasses twenty (20) calendar days, THE COMPANY may reject the contents of the delayed Purchase Order, all without prejudice to the referred-to penalty and the indemnifications for damages and prejudicial consequences caused to THE COMPANY.

#### **6. Warranty.**

- 6.1 The Supplier guarantees THE COMPANY that the materials, equipment or services of any nature supplied under a Purchase Order are free of labour defects, that they comply with the specifications, plans, samples or descriptions set up which are applicable to them, that they are appropriate for the purpose to which they are destined and are new and of prime quality.
- 6.2 The Supplier is responsible for all the apparent or hidden faults of all the merchandise and the services delivered and, in addition, this includes any part whose manufacture or preparation has been entrusted totally or partially to a third party. The Supplier shall indemnify THE COMPANY fully for any damages, prejudicial consequences and claims or actions of any type that THE COMPANY sustains. The Supplier shall not oppose THE COMPANY with regard to any type of exclusion or limitation of liability.
- 6.3 THE SUPPLIER guarantees the delivered goods which belong to a Purchase Order or the services rendered under that Purchase Order for a minimum period of twelve (12) months after their final acceptance by THE COMPANY. This may proceed on its own or through third parties to carry out the necessary work to rectify faults or defects and shall be able to deduct the expenses derived from this work from pending payments, if the Supplier does not do it diligently.
- 6.4 The Supplier shall take all the necessary actions to inform THE COMPANY and keep it informed without delay of any manufacturing defects, whether real or suspected, of which it has knowledge, in such a way that possible damages and prejudicial consequences are avoided.
- 6.5 The parts, materials and services that turn out to be defective during the warranty period shall be immediately replaced at the Supplier's expense under identical conditions to the initial ones.

Nevertheless, the Supplier may take back the defective parts and materials. The replaced parts and materials shall have the same warranty period as those initially supplied, the warranty period going into effect at the time of the substitution.

## **7. Supporter's s personnel assigned to the rendering of the services.**

7.1 For the rendering of the Services, THE SUPPLIER will use its own personnel, who will always be under its professional management, supervision and control, and upon which THE SUPPLIER will exercise management, control, selection, training, replacement, assurance, remuneration, discipline and any other powers attributed to the businessman or employer by the labor legislation. THE SUPPLIER shall provide its employees with the equipment, tools and materials necessary for them to suitably carry out the tasks which are the object of this Contract.

7.2 The relationship between the parties is exclusively of a business nature, with no employment relationship existing between THE COMPANY and THE SUPPLIER's personnel that is rendering its services at the sites of the former. Therefore, THE SUPPLIER's personnel assigned to the rendering of the Services may not be considered in law or in fact to be employed by THE COMPANY. At no time can it be understood that the signing of this Contract means the establishment of any employment relationship between THE COMPANY or its main customer and the personnel directly or indirectly under THE SUPPLIER's responsibility. To this effect, the SUPPLIER will have the following obligations:

7.2.1 To provide the human resources necessary, as to quality as well as to quantity, to carry out all its obligations under what is set forth in the Contract herein, executing and managing the service under its control and coordination, applying the proper regulations and methodologies and providing THE COMPANY periodically with sufficient information to facilitate the supervision and decision-making throughout the execution of the service, all this independently of the jobs which are the object of this service being developed in the facilities of THE SUPPLIER, of THE COMPANY or of its main customer, depending upon its needs.

7.2.2 To take on all the obligations of a labor nature – including those corresponding to the workers' safety and health -, those of Social Security in relation to its workers, as well as any additional expense or cost incurred by its employees during the rendering of the Services indicated in the contract herein, releasing THE COMPANY in this respect from any responsibility outside what is specifically set forth in the contract herein. The infringement of any obligation of THE SUPPLIER with its employees may give way to the termination of the Contract herein.

7.2.3 The training of THE SUPPLIER's Personnel that renders its services at the facilities of THE COMPANY is a power and an obligation exclusively within the authority of THE SUPPLIER, although this will be adapted to the strict requirements of the functions that integrate the services which are the object of contract, it being given by THE SUPPLIER in accordance with the material and content previously agreed upon with THE COMPANY or with the Training Agency of the latter, as appropriate. The training of the Personnel is included in the Price of the Service. As an exception, the training of THE SUPPLIER's Personnel may be given by THE COMPANY, having received a specific request in writing from THE SUPPLIER. THE COMPANY will deliver a written quote to THE SUPPLIER with the cost of the training, which shall be expressly accepted by THE SUPPLIER.

7.2.4 THE SUPPLIER's personnel at THE COMPANY's facilities will be perfectly identified as workers of the first company, having to wear some type of distinguishing sign that facilitates their identification. Likewise, THE COMPANY will place at the disposal of THE SUPPLIER's personnel that is working at the facilities of the first, a place that permits them to be clearly differentiated from THE COMPANY's employees, adding or including, if necessary for this purpose, some type of sign on the furniture or in the area occupied by THE SUPPLIER's personnel that helps with this objective.

- 7.2.5 In the cases in which the Personnel renders the Service in THE SUPPLIER's facilities, THE SUPPLIER as well as THE COMPANY will each appoint their corresponding Service Coordinators or Supervisors, who will be the contact persons to serve as a link between both companies for the purpose of rendering the Service. In general, THE COMPANY's managers or those of its main customer under no circumstances will be able to give work instructions to THE SUPPLIER's workers, going for this to the project manager so that the latter is the only one to give the appropriate instructions to the personnel of his project.
- 7.2.6 THE SUPPLIER will appoint a Supervisor or Coordinator from among the Personnel assigned to the rendering of the Services, who will be the only contact person and link with THE COMPANY and its employees within the facilities of the latter. Likewise, THE COMPANY will, on its part, appoint a Supervisor or Coordinator, who will be the only person of THE COMPANY to maintain contact and serve as a link with THE SUPPLIER inside THE COMPANY's facilities.
- 7.2.7 It will be avoided that THE SUPPLIER's Personnel assigned to the rendering of the Services interact, for the purposes of the contract herein, with THE COMPANY as well as with its employees. Any communication and/or request that THE SUPPLIER's Personnel working in THE COMPANY needs to make shall necessarily be channeled through THE SUPPLIER's Supervisor or Coordinator, who will duly pass the notifications on to THE COMPANY's Coordinator or Supervisor.
- 7.3 THE SUPPLIER undertakes to inform THE COMPANY about the technical qualification of the team assigned to execute the Contract herein and to place at its disposal, if so required by the latter, the documents that certify the affiliation of the workers and the fulfillment of their labor, tax and Social Security obligations.
- 7.4 The following obligations to be taken on by THE COMPANY or by its main customer are set up:
- (a) To facilitate the creation of places of work at its facilities when this is needed due to the characteristics of the service rendered.
  - (b) To respect the physical distribution of these places of work, limiting as much as possible the service requirements that hinder the worker from remaining at his/her post and place of work.
  - (c) To avoid applying or notifying the workers about any measure that affects their working conditions.
  - (d) To notify the project or service managers about any matters regarding the rendering that affect the working conditions in order to adopt the appropriate measures, not agreeing upon any measure or regime until there is a record that it has been notified to the workers by their hierarchical manager in THE COMPANY.
  - (e) To provide, as appropriate, a suitable place of work to THE COMPANY's personnel for the development of the activity.
- 7.5 When the Service is rendered at THE COMPANY's own facilities, THE SUPPLIER as well as the personnel reporting to it that is assigned to the rendering of the Services, undertakes to follow the internal regulations regarding organization, security and operation of the offices and installations of THE COMPANY. For this purpose, THE COMPANY will keep THE SUPPLIER informed at all times about the internal organization, security and operation regulations applicable in its offices and installation and THE SUPPLIER, in turn, undertakes to inform its Personnel about them at all times.

- 7.6 THE SUPPLIER's Supervisors or Coordinators will perform periodic performance reviews of the Personnel assigned to the rendering of the Services, individually treating the achievement of objectives, productivity and career plan, designed by THE SUPPLIER for each of its workers.
- 7.7 THE SUPPLIER undertakes for the Personnel assigned to the execution of the contracted services to possess the necessary qualification and experience, guaranteeing at all times that the services to be rendered by virtue of this contract are of professional quality, in accordance with the requirements of expertise, skills and know-how that it is generally fitting to expect in the rendering of the services which are the object of this contract between reputable service companies, likewise undertaking that the Personnel act, when carrying out their commitments, obligations and jobs, with due diligence and according to the standards of urbanity generally accepted and acceptable in the professional environment in which the latter will render its services. THE COMPANY and THE SUPPLIER will carry out quality controls on the development of the Service, according to the quality policy and parameters previously set by THE COMPANY and agreed upon by the Parties, which will entail, when the case so requires, the immediate replacement of the Personnel by THE SUPPLIER when the essential obligations of this Contract are severely breached.
- 7.8 THE SUPPLIER undertakes to render the services in accordance with the parameters set up and the obligations taken on in the contract herein and Annexes, as well as with any instructions that THE COMPANY might establish, with THE SUPPLIER being free to employ the Personnel that it deems appropriate at each point in time for the execution of the contract herein. Whenever a variation occurs in the Personnel attached to the Service, THE SUPPLIER will immediately inform THE COMPANY. Also, THE SUPPLIER will plan and execute a redimensioning of the service so that the same level of quality of the contracted service is guaranteed at all times. Nevertheless, THE SUPPLIER is released from the obligation to inform THE COMPANY in the event that the worker requests his own voluntary dismissal or, as a consequence of a serious breach by THE SUPPLIER's employee, THE SUPPLIER becomes obligated to insist on his disciplinary dismissal.
- 7.9 The managers of THE COMPANY and THE SUPPLIER will hold periodic meetings to discuss the execution and development of the Service, pursuant to what is set forth in the Contract herein and its Annexes.
- 7.10 While the contract is in force, THE SUPPLIER undertakes to comply with law 31/1995, of November 8, regarding Occupational Hazards Prevention, and the regulations to put it into practice with regard to the Personnel assigned to the rendering of the Service. For this reason, it will present a prevention policy that is suitable for the hazards of the Personnel assigned to the rendering of the Service, which it will update in the cases considered in the mentioned Law in its article 16. Whenever it makes modifications, it shall notify THE COMPANY. THE SUPPLIER likewise undertakes to give information and training to its employees before they occupy the positions for which they have been contracted.
- 7.11 While the contract herein is in force and in order to comply with what is set forth in the law mentioned in the above point, THE SUPPLIER undertakes, prior to signing the contract, to documentarily prove the following in the Web tool designated by THE COMPANY for these purposes:
- (a) –Its prevention policy in view of the hazards to which its employees are exposed. This policy shall include a health surveillance system, pursuant to what is set forth in article 22 of law 31/1995 on Occupational Hazards Prevention and in article 37.3 of R. D. 39/1997, Regulations for the Prevention Services.
  - (b) –The information given in writing to THE SUPPLIER's employees that render their services in THE COMPANY regarding the existence of the general hazards and those of the position, about its prevention policy and the obligation to be familiar with and comply with it.
  - (c) –The training of the workers who carry out the tasks inherent to the Service regarding the indicated labor hazards, ensuring that it is suitable and sufficient.

- (d) –Any mandatory documentation for the performance of the Service which is the purpose of this contract.

If the services rendered require the physical presence of its employees at any of the facilities of THE COMPANY or of its customers, in compliance with the Occupational Hazards Prevention law, the SUPPLIER shall documentarily certify itself in the Web tool designated by THE COMPANY for these purposes, and keep the following documents up to date at all times:

- (a) –The documentary requirements that are requested of it for the execution of the activities coordination according to the legislation and the internal regulations of THE COMPANY, including the company documentation as well as that of the workers that will render the Service.
- (b) –Any mandatory documentation for the performance of the Service to be rendered.

The request to register in the Web tool will be done by sending an email to [cae@evolutio.com](mailto:cae@evolutio.com). After that, a user name and password will be sent to be able to access it and manage the company and workers documentation that is requested.

Likewise, it should be undertaken to inform THE COMPANY through the service coordinator about any accident and/or job-related illness suffered by any of its workers during the execution of the Service and to register the information regarding said accident and/or job-related illness by sending information via email to a [cae@evolutio.com](mailto:cae@evolutio.com).

7.12 On its part, THE COMPANY undertakes to:

- (a) –Inform THE SUPPLIER, using the Web tool, about the occupational hazards and the preventive measures to be adopted, regarding the tasks inherent to the Service.
- (b) –Inform THE SUPPLIER, using the Web tool, about the results of the risk assessments performed and about the changes that occur in the hazards and in the preventive measures so that it can comply with its legal obligations regarding occupational hazards prevention.
- (c) –Report, through the designated coordinator, any damage regarding health that any of THE SUPPLIER’s workers suffer while the Service is being executed.
- (d) –Guarantee to THE SUPPLIER’s workers that render their services under the aegis of this contract the same level of health and safety protection as the rest of the workers.

7.13 During the validity of this contract, both parties undertake to coordinate their prevention policy if necessary and under the terms specified by the legislation in force in the matter of occupational hazards prevention.

7.14 The SUPPLIER will indemnify THE COMPANY for any claim for damages and prejudicial consequences or of any other type, and/or for any accusation that it might receive jointly, collaterally or through the exercising of any direct or indirect action, in relation to the SUPPLIER’s employees, including but not limited to, payments to Social Security, severance pay or any other payment of quantity, fine, tax or for any other concept that might be demanded of THE COMPANY, as a consequence of the non-fulfillment on the part of THE SUPPLIER of the obligations set up in the clause herein.

For this purpose, and without prejudice to the termination of the contract by virtue of what is set forth in clause 13.2.B) of the contract herein, THE COMPANY may withhold the payments to the SUPPLIER which for any concept are pending payment in sufficient amount to cover said

responsibilities, without this meaning any limitation of any type with regard to the coverage of the civil liability insurance established in clause 17 of the contract herein.

## **8. Prices and Tariffs.**

- 8.1 The prices contained in each Purchase Order or in its Annexes are closed and final. In the event that the price is stated in a foreign currency, it will be paid in that currency. Nevertheless, if the services are periodical, THE COMPANY shall only be responsible for the fluctuations with regard to the exchange rate existing at the time the Purchase Order is signed that do not exceed 5% of that exchange rate, this price being reduced to the extent of the damage undergone by THE COMPANY .
- 8.2 The price that THE COMPANY should pay the Supplier in accordance with what is set forth under this term shall take place on the last day of each month for the merchandise delivered during that month and for the services actually rendered during that month.

The Supplier shall be responsible for any differences in freight, shipping or other expenses originating from the delivery of the merchandise which is the object of the Purchase Order, without any carry back whatsoever to THE COMPANY, unless the contrary has been stipulated through mutual agreement between the parties.

- 8.3 If throughout the duration of the contract occurs changes in the market that can affect any of the services provided by the supplier, THE COMPANY may require a review of the prices where important price deviations are detected that are producing THE COMPANY a significant loss of competitiveness.
- 8.4 It will assume that there is a significant competitiveness loss, when THE COMPANY submit one or more independent offers (not be considered as "independent offers" those that involved a same operator, partially or wholly) made by companies with authorization to provide services covering all services which their total price became lower at least by 5% per 100 of those agreed in the contract.
- 8.5 In order to verify the previous conditions, and only in the case of existing discrepancies at the time of checking the criteria of THE COMPANY, any of the parties may refer the question, at its expense, a prestigious independent auditor in the market which must be accepted by all parties except full justification based in exceptional reasons justified by the party that has not designated it.
- The auditor shall issue the opinion at the request of the requesting party within a period not exceeding 30 days. The auditor must decide if the offers submitted refer to the whole of the services contracted by THE COMPANY and the offered prices are among items that apply to that market at that time. Parties are obliged to comply with and act accordingly with the opinion of the independent auditor.

Within fifteen (15) days from the written communication from the auditor to the parties ruling the conformity of the offers with the criteria set out in this clause, if the supplier does not match the offers submitted, THE COMPANY shall have the right to resolve in advance the contract by mere communication in writing to the supplier, without having the right to compensation or any amount for such a concept

## **9. Payment terms. Invoicing**

- 9.1 THE SUPPLIER will submit to EVOLUTIO the invoices referring to the services provided, for their validation and subsequent accountability. The amounts corresponding to the Services provided by THE SUPPLIER do not include VAT, which will be added, where appropriate, to each invoice issued by THE SUPPLIER.



9.2 The invoices should indicate the Supplier's address, its NIF (Tax Identification Code), the date, the Purchase Order number and the description of the services performed, as well as any other comments required by the applicable legislation. A copy of the documentation mentioned in paragraph 3.2 shall be attached to the invoice.

9.3 The payment of the invoices issued by THE SUPPLIER in accordance with this clause will be carried out within sixty (60) days from the date of receipt of the same or according to the milestones agreed with the SUPPLIER, by bank transfer in the account designated by the Provider in the corresponding Purchase Order.

Notwithstanding, the payment terms during the duration of the framework contract and, where appropriate, its own extensions, will be in accordance with the calendars established in Law 15/2010, of July 5, amending the Law. 3/2004, of December 29, by which measures were obtained to combat late payments in commercial operations.

9.4 Any invoices that does not comply with what is set forth in the above paragraphs will be returned to the Supplier, providing the date of return and the reason for doing so, without this causing THE COMPANY to incur in defaulted payment.

9.5 The correctly issued invoice must be uploaded to the Evolutio [SUPPLIERS PORTAL](#), associating it with the corresponding purchase order (PO). The supplier must request the access (username and password) to the portal by mail, to the email account [sourcing@evolutio.com](mailto:sourcing@evolutio.com)

- [Suppliers Portal](#)
- [Supplier Portal Guide](#)

## 10. Termination of the Purchase Order.

10.1 Either of the parties may terminate the Purchase Order at any time by notifying it to the other party in writing if:

- a) –any event of force majeure were to impede the fulfilment of all or a substantial part of the obligations of the other party with regard to such a Service for a continuous period of twenty (20) days as of the date in which that obligation should have been complied with; or
- b) –the other party were to breach any term or condition set forth on the Purchase Order or in these CGCs.

10.2 When any of the causes for discharge provided in items a) or b) of the first paragraph of this clause occurs, the party upon whom the cause of the discharge does not concur shall be able to make use of what is stipulated in article 1124 of the Civil Code.

10.3 THE COMPANY shall be entitled to terminate these general conditions and/or any order which is released with them, totally or partially, without the need of invoking any justified cause by notifying in writing to the other party with a prior notice of one (1) month.

In that case, the Supplier shall have no right to be compensated in any manner whatsoever. However, parties will be required to deal with accumulated liabilities for each of them in the execution of these conditions until the anticipated completion date.

10.4 In cases of partial resolution, it shall be only requested those rights and obligations pertaining to the services that continued to be providing.

10.5 Notwithstanding the resolution of the order form, the obligation of personal data protection established in condition 14 as well as the obligations of confidentiality established in the following 15 condition shall apply.

**11. Cancellation of the Purchase Order.**

In the event of nonfulfillment of any of the CGCs herein, particularly in the case of delay in delivery, Evolutio shall be able to cancel the Purchase Order, without prejudice to claims for damages and prejudicial consequences caused.

**12. Legal Obligations.**

12.1 The Supplier shall comply with all laws and regulations applicable to the Purchase Order as of its execution, as well as to the materials, elements and/or services that constitute its scope.

12.2 The Supplier undertakes to comply with law 31/1995, dated the 8th of November, regarding Occupational Hazards Prevention and all legislation related to it, in what concerns its employees who will be providing service to THE COMPANY, as well as to coordinate its prevention policies with those of this company if it were to become necessary, during the period that these CGCs and the Purchase Order are in force. For this purpose, it shall submit a prevention policy appropriate for the risks faced by the employees who are rendering their services to THE COMPANY, which it shall update for the cases covered by the law in its article 16. Whenever it makes any modifications, it shall inform THE COMPANY. In addition, the Supplier undertakes to provide information and training to its employees before they assume the job positions for which they have been contracted.

12.3 During the period these CGCs and the Purchase Order are in force, in order to comply with what is set forth in the law mentioned in the above point, the Supplier undertakes to certify the following with documents before signing the Purchase Order:

- a) –Its prevention policy depending upon the risks to which its employees are subjected. This policy shall include a health surveillance system in accordance with what is stipulated in article 22 of law 31/ 1995 regarding Occupational Hazards Prevention and in 37.3 of Royal Decree 39/1997, Regulation of the Prevention Services.
- b) –The training of the workers who are carrying out the tasks inherent to the services which are included within the scope of the Purchase Order with regard to the cited occupational hazards, assuring that it is appropriate and sufficient.
- c) –The mutual occupational accident and disease insurance company to which the Supplier is associated. The Supplier shall report any change in insurance companies if this occurs during the period the CGCs herein or the Purchase Order are in force.

Likewise, the Supplier undertakes to report in writing any accident occurring to one of its workers during the rendering of the services which fall within the scope of the Purchase Order or during the delivery of any goods.

12.4 As for THE COMPANY, it undertakes:

- a) –To report the Supplier in writing about any occupational hazards or preventive measures adopted, including the training and health surveillance obligations whenever the tasks inherent to the services which are included within the scope of the Purchase Order are carried out in the work site of THE COMPANY.
- b) –To report the Supplier in writing about the results of the risk evaluations that are performed and any changes that occur in the risks or in the preventive measures so that it may fulfil its legal obligations with regard to the prevention of occupation hazards.

- c) –To report in writing any personal injuries undergone by any of the Supplier’s workers while in a THE COMPANY work site.
  - d) –To guarantee for the Supplier’s workers who are rendering their services in any of THE COMPANY’s work centres the same level of protection with regard to security and health as the rest of the workers.
- 12.5 During the period the Purchase Order and these CGCs are in force, both parties undertake to coordinate their prevention policy if it were to be necessary and under the terms specified by the legislation in force with regard to the prevention of occupational hazards.
- 12.6 All taxes, fees and any other type of levies shall be the responsibility of the Supplier, whether direct or indirect, except for the V.A.T. which shall be paid by THE COMPANY. In the case that new taxes are created, they shall be paid by the corresponding party in accordance with what is set forth by Law.
- 12.7 The Supplier undertakes to keep THE COMPANY free of any claims or liabilities derived from property damages as well as personal injury and death of any person at its service or other people, as a result of and during the execution of the work involved in the execution of a Purchase Order.

**13. Intellectual and Industrial Property Rights.**

- 13.1 The ownership and all the Intellectual or Industrial Property Rights for THE COMPANY merchandise, materials, software, operations manuals and associated documentation, supplied to or placed at the disposal of the Supplier or generated on the part of the Provider in any way connected to these CGCs or with the contracts and Purchase Orders, shall fully remain the property of THE COMPANY or of whoever owns them. Nothing in these CGCs shall be understood or interpreted to be a granting on the part of THE COMPANY to the Supplier of any type of licence or right over THE COMPANY’s intellectual or industrial property. The Intellectual Property rights over the work carried out by the Supplier under the aegis of the CGCs herein and of the Purchase Orders or contracts signed by the Provider and THE COMPANY shall be the property of THE COMPANY.
- 13.2 The Supplier shall keep any software, as well as any other material that contains THE COMPANY Intellectual or Industrial Rights, as confidential and it shall assure that it is not copied, disclosed or used in any other way than what has been authorised by THE COMPANY in writing. The Supplier shall indemnify THE COMPANY for all damages and prejudicial consequences that are caused to it due to the nonfulfillment of this term 13.
- 13.3 In the event that the merchandise includes software, the Supplier grants THE COMPANY an irrevocable and non-exclusive licence, with the right to sub-licence in the event that THE COMPANY sells or leases the merchandise to a third party, for the use of the software or the merchandise with which it is supplied and for this sole purpose.
- 13.4 Indemnification.
- 13.4.1 The Supplier guarantees THE COMPANY and remains obligated to give proof of this with the appropriate documents, if required, that it has in its possession the patents, licences and other intellectual and industrial property rights for the Software that it may contribute.

13.4.2 In compliance with the above guarantee, the Supplier releases THE COMPANY from any responsibility for any breaches of intellectual and/or industrial rights that the former may commit and it binds itself to do whatever is necessary to hold THE COMPANY harmless, uninvolved and safe, at all times, from any claims or lawsuits with regard to any liability for the infringement of intellectual and industrial property rights by Supplier.

#### **14. Personal Data Protection.**

14.1 The following terms will have the following meanings:

“GDPR” means General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and any amendment or replacement to it. The terms in this clause which are defined in the GDPR will have the meaning there included.

14.2 The Parties undertake to comply with what is stipulated in the GDPR and the data protection regulation in their course of business and in the execution of this Agreement, likewise the parties agree to transfer and reflect the stipulations and obligations of this section 6 in the Agreements with their subcontractors and agents, guaranteeing the compliance with the provisions of this section.

14.3 For the exclusive purpose of managing the contractual relationship among the parties and for the execution of the terms of this Agreement, each party will receive personal data from the other (mainly commercial personal data of employees, and should it be the case, also of subcontractors and agents) agreeing to:

- (i) Handle the personal data received from the other party for the exclusive purposes of (i) managing the contractual relationship among the parties, (ii) contacting the other party regarding the execution of this Agreement, and (iii) for the proper execution of the rights and obligations arising therefrom.
- (ii) Inform any data subject of the terms and conditions stated in section 14 of the GDPR
- (iii) In case of a breach of the security of the personal data that may affect the other party, to notify the other party as soon as the party knows the breach has happened, indicating all the relevant aspects and ensuring, in any case, that the other party can comply with its obligations, pursuant to and in accordance with the provisions of the GDPR and data protection regulation.
- (iv) In the event of a breach of the security of personal data that may affect the other party, notify the other party at the time when it becomes aware of it indicating the relevant aspects that it must know and ensuring, in any case, that the other party can comply with the obligations that, if applicable, correspond to it in accordance with the provisions of the regulations on Data Protection.
- (v) Provide reasonable assistance to the other party, collaborate and make available to the other party information to demonstrate compliance with Data Protection regulations in relation to shared data under this clause.
- (vi) Provide reasonable assistance to the other party, collaborate and make available to the other party information in relation to any claim and/or exercise of rights by the data subjects in accordance with the data protection regulations or in relation to any investigation or procedure by the competent authority, related to the processing by the other part of the data transferred under these GCC.

14.4 Neither party carries out any processing of personal data as a processor on behalf of the other party. In the event that a data processing order is to be produced, for any reason, both parties undertake to, prior to carrying out such processing:

- (a) Collaborate with each other in the activities necessary to ensure to the controller that the controller has sufficient guarantees and can apply the appropriate technical and organisational measures for the processing, thus complying with article 28.1 of the GDPR. For this purpose the controller will provide the information that the controller needs, respond to the questionnaires that passes him and, where appropriate, provide the necessary audits regarding the protection of personal data.
- (b) Negotiate in good faith a processing order agreement, which collects the necessary agreements to carry out such processing in accordance with the regulations on Data Protection.

In any case, the security measures set out in Annex 3 shall apply to any type of processing that is made of data, whether or not on behalf of the controller.

14.5 Each party shall be liable for administrative sanctions and for damages caused by non-compliance with the obligations established by the Data Protection Regulations for each of them in each case, and undertakes to hold the other harmless against any claim that may be brought against it for the breach of the other party, or any of its processors, in accordance with the provisions of these GCC and the current legislation on the protection of personal data, agreeing to pay the amount to which, in respect of sanction, fine, compensation, damages, damages and interests with which the other party may be convicted or charged, including attorneys' fees, in connection with such non-compliance.

## **15. Confidentiality and publicity.**

The Supplier is specifically obligated to maintain the information that THE COMPANY provides it as a consequence of the commercial relations that are set up between the parties as confidential. Thus, during the time the CGCs herein, or the Purchase Orders, are in force and once they have been terminated, each of the parties shall take care that all the documentation, information, technical data, design, manufacturing, installation or operation that may have been exchanged between them never reach the hands of competitors of either of the parties or of third parties that might be prejudicial to THE COMPANY's positioning with regard to its industrial or commercial investigation.

## **16. Assignment and subcontracting.**

16.1 The Supplier shall not assign or subcontract the Purchase Order or the services which fall within its scope or the contents of the obligations arising from these CGCs, either totally or partially, without the previous consent of THE COMPANY in writing. Such permission, were it to be granted, shall not release the Supplier from any obligation or responsibility that it has in accordance with the Purchase Order or these CGCs. THE PROVIDER shall enable THE COMPANY to have reasonable access to the subcontractor to obtain adequate warranties about the realization and quality of the Service

16.2 THE COMPANY reserves the right to assign the whole or part of the Purchase Order to any other Company with similar technical solvency with a prior 30 days written notice to the date when the assignment will be effective.

## **17. Quality of the services.**

17.1 All the services rendered under the Contract shall be of good quality, in accordance with the standards of the Supplier's sector of activity, appropriate for their purpose and executed in

accordance with the CGCs herein and with the Purchase Order. The Supplier acknowledges that quality in the rendering of the services and in the delivery of the goods is an essential factor.

17.2 In order to assure the quality of the services rendered, the Supplier shall make its best endeavours to not substantially alter the composition of the personnel assigned to comply with the obligations taken on in these CGCs and in the Purchase Order.

17.3 The relations between the parties are based upon reciprocal trust, adapting the exercising of their rights and obligations to the requirements in good faith.

**18. Insurance**

18.1 The Supplier, at the time of signing this Contract, shall contract an insurance policy or insurance policies sufficient to warrant the personal or material damages caused to third parties or to THE COMPANY, including disability risks and death, as a consequence of its obligations by this Contract; said insurance policies shall cover, per event and per year and without franchise at least one (1) million Euros or the value of the Contract, whichever amount is higher.

18.2 The Supplier shall provide a photocopy collated with the original, as proof of having subscribed said insurance policy. Likewise the Supplier shall provide annually proof of been up to date in the payments of the insurance policy, by providing a copy of the receipt paid collated with the original.

**19. Waste management.**

The Supplier agrees to comply with the applicable regulations, regarding electric and electronic equipments and its waste management. Specially, although not limited to, the Supplier is responsible of all costs regarding the administration, collection and storage of the waste generated by the equipments supplied under this General Purchasing Terms or Purchase Order, as well as of the ticketing of said equipments in compliance with the applicable laws.

**20. Generic Security Measures.**

**20.1 The Supplier and its employees will comply with the following security measures:**

Security measure category	Security measure
User Management	The password is unique per person.
	There is a process of creation, authorization, deletion and periodic re-authorizations.
	There is a policy that only allows strong passwords.
Permission Management	There is an owner of the identified data.
	Permits are authorized by the owner and are reviewed periodically.
	An analysis is made of the reasons why access is needed.
Data classification and management	There is a person responsible for the identified service / treatment / task
	The data has been analyzed and categorized as public or confidential as well as especially protected.
	The applicable security measures have been defined according to the category of the data.
	The defined security measures have been implemented.
Standardization of systems and networks	The communications system / network has been designed following standardization processes and secure hardening (according to common industry standards).

	Default accounts and passwords are deleted.
	There is an implanted process to disable services that are not going to be used.
	Different roles are created regarding access, segregation of networks, data ...
	There is redundancy in the systems that contain or give access to personal data.
Inventory (HW, SW and current licenses) and Change Control	Changes that affect systems and / or data are documented
Event monitoring and management	Log files of each system are configured to record access attempts (allowed and failed).
	Log files of each system are configured to record deleted based on conservation policy.
Vulnerability and patch management	There is a process to be notified of manufacturer patches.
	There is a process to implement critical patches.
Secure development	"Safe development" guidelines (according to common industry standards) apply to applications and websites.
	Secure development guidelines apply to developments that offer access from the internet through a web page
Protection against harmful code	Minimum administration permissions to users.
	Installation of proven applications.
	Ensure antivirus installation and periodic update.
	Data encryption
	Information extraction limitation (disable USB's) for data networks.
	Use of firewalls, IDS / IPS, threat prevention modules, etc.
Operation, backup and restore processes of data and systems	Backup has been checked and applied to the data that requires it.
	There is a policy on operation processes, systems and data restoration.
	An RTO / RPO has been defined.
	Restoration tests are performed periodically to verify effectiveness.
Office and datacenter physical security	There is a process of control and access logging.
	There is 24/7 surveillance.
	There is a CCTV service.
	There is an operation procedure and accompaniment for visits.
	There is correct equipment racking.
	There is wiring protection
Security Incident Management	There is a process implemented with all the requirements (registration, scaling, contacts, etc.)
Supplier Management	There is a process of approval of suppliers.
	There is a contract that is in line with the conditions of this contract. (i.e. security measures, confidentiality, GDPR etc).
	There is a process for follow-up meetings.

## 20.2 Additional data security measures.

- 20.2.1 This section includes security obligations to be fulfilled by THE SUPPLIER in the provisioning of services to THE COMPANY, when the supply implies access to data (or personal or confidential data) of THE COMPANY and are additional to those included in the previous point.
- 20.2.2 Unless THE COMPANY requests its delivery, THE SUPPLIER will proceed to delete the data processed or generated once the contract ends, or the legal period in which it must be kept by THE SUPPLIER by law.
- 20.2.3 THE SUPPLIER assumes the responsibility of making public and disseminating among all the people that directly or indirectly intervene in the processing of the data, the security measures, norms and procedures that are adopted to guarantee the security of the data, avoiding its alteration, loss, treatment or unauthorized access. Likewise, it will report on the Duty of Secrecy to which it is bound by Law.
- 20.2.4 THE SUPPLIER assumes the responsibility of guaranteeing that all those who intervene in the processing of the data during the provisioning of the service are familiar with the objectives and scope of their functions, as well as the obligations that are derived, the rules that must be met and the consequences of breaching them.
- 20.2.5 THE SUPPLIER shall establish an Incident Registration system in which the following must be stated:
- Date and time the incident occurred.
  - type of incident.
  - Identification data of the person making the notification.
  - Identification data of the person to whom the notification is reported.
  - Effects arising from the incident.
  - Corrective measure applied.
- 20.2.6 Any anomaly or malfunction that occurs and that affects or that could affect the security of personal data will be notified immediately TO THE COMPANY.
- 20.2.7 THE SUPPLIER will adopt the necessary preventive and / or corrective measures to guarantee the resolution of the incident and eliminate or minimize the effects on the security of the data and the probability that the incident will be repeated. The Data Manager of the File will be informed about the characteristics of the measures adopted and may reject them if they are not considered adequate.
- 20.2.8 Only those persons whose intervention is necessary in any of the phases of the processing that configures the service will have access to the personal data, files and resources affected. The SUPPLIER may request from THE COMPANY a complete list of people with access to protected resources (any component part of the information system).
- 20.2.9 THE SUPPLIER will maintain a user map that specifies which users have access to what protected resources and the type of access allowed. Access permissions will be established exclusively based on the needs derived from the functions assigned to the user in a way that guarantees the restriction of access to data and resources. THE COMPANY may ask the SUPPLIER for a description of the assignments made.
- 20.2.10 THE SUPPLIER will implement authentication mechanisms for users with access to the systems that allow a secure verification of the user's identity in order to avoid impersonations and unauthorized access.



20.2.11 THE SUPPLIER shall adopt the necessary security measures to ensure that authentication processes are secure. Specific security and control standards will be adopted to preserve the quality of user passwords and control their allocation, distribution and storage in a secure manner. THE COMPANY may invalidate the security measures adopted by the Processing Manager if it understands that these are insufficient with regard to the security policy implemented in THE COMPANY. The person in charge of processing must change his passwords with a periodicity of at least one year and in any case, it should be documented in the Security Document.

20.2.12 THE SUPPLIER will implement a mechanism to control access to resources that ensures the restriction of access of users exclusively to authorized resources and with established permissions. It will identify those responsible for the administration of the logical access control and only the designated persons may grant, alter or cancel access to the data and resources and always in accordance with the security criteria established by the Processing Manager.

20.2.13 All media that contains personal data (both the base data and that resulting from the processes that make up the processing which is the object of the contracted service) will be inventoried and physically identified so that the following can always be known:

- Its physical location.
- Its content.
- The degree of sensitivity and confidentiality of the information it contains.

20.2.14 THE SUPPLIER shall adopt the necessary physical security measures to ensure:

- The protection of the storage device and its documents containing personal data, ensuring its availability.
- The access control to the storage devices and consequently to the data they contain.

20.2.15 The exchange of storage devices containing personal data between THE COMPANY and THE SUPPLIER will be carried out by adopting the necessary security measures to protect the integrity of the storage device and the information they contain as well as the confidentiality of the data, during the transfers foreseen. THE SUPPLIER will in each case specify the conditions in which the transfer will take place.

20.2.16 THE SUPPLIER is responsible for controlling that the storage devices under its guardianship are not transferred in any case outside the facilities designated for the processing or storage thereof, without the knowledge and authorization of THE COMPANY. The exiting of storage devices and documents containing personal data, including those included and / or attached to an email, must always be authorized by the Data Controller.

20.2.17 THE SUPPLIER shall establish procedures for always carrying out backup copies, at least weekly. Likewise, THE SUPPLIER will establish procedures for the recovery of the data that guarantee its reconstruction at all times back to the state in which it was at the time of the loss or destruction.

20.2.18 THE SUPPLIER will be responsible for verifying the correct definition, operation and application of backup and data recovery procedures every six months.

## **21. Company Policy on Corruption.**

21.1 In this Condition, "Subsidiary" means in relation to THE SUPPLIER, (i) any person or entity under its control; and (ii) any person or entity that controls it and (iii) any other person or entity under the control of a supervisory person or entity according to (ii).

21.2 THE SUPPLIER undertakes to:

- (a) –ensure that it and its Affiliates participate only in legitimate business and ethical practices and abide by and comply with all the applicable laws, including, but not limited to, the anti-corruption laws of any country in which the Contract is executed, the United Kingdom and the United States;
- (b) –not give, offer, agree or promise, and will make its Subsidiaries not provide, either directly or indirectly, any money or anything else of value to anyone or seek or receive any money or anything else of value from anyone, as an incentive or reward for a favorable action or indulgence of any action or influence. This is applicable to any gift, offer, agreement or promise to do so to any official, national or regional government, to any director or head of any corporate body or to any other person;
- (c) –neither it, nor its Affiliates, contractors, executives, directors, employees, shareholders (whose shares are not publicly traded), members or agents are a "Politically Exposed Person". This is defined as: a person who in the last twelve (12) months has held an important public function in any state, and his/her family members and close associates. An important public function includes: heads of state, heads of government and ministers; members of parliament; members of high-level judicial bodies; ambassadors, business managers and high-ranking military officers; as well as members of administrative, management or supervision bodies of state-owned companies;
- (d) –all information provided by THE SUPPLIER to THE COMPANY and its representatives in relation to its obligations, according to this Condition, is current, accurate and complete. If there is any material change in this information, the Supplier will notify THE COMPANY of such changes as soon as possible. THE COMPANY may terminate the Contract if it does not agree with such changes;
- (e) –before hiring a subagent to perform the services on behalf of THE COMPANY under the Contract, the Supplier will obtain the written approval of THE COMPANY and will ensure that each of the subagents accept in writing the provisions indicated in this Condition (mutatis mutandis);
- (f) –at the request of THE COMPANY, the Supplier will provide documents and information to THE COMPANY confirming the compliance of the Supplier and its Affiliates with this Condition and will allow THE COMPANY (or its agents) to review, at any time, the books and records of the Subsidiaries, in relation to the work done on behalf of THE COMPANY;
- (g) –if there are changes in its property, the Supplier will inform THE COMPANY of such changes as soon as possible. THE COMPANY may terminate the Contract if THE COMPANY does not agree with such changes. Regarding publicly traded companies, this paragraph 2(g) is only applicable if a new owner or group of owners acquires 5% or more of the capital in voting shares of the Supplier; and
- (h) –will maintain an independent account of all the amounts received by it according to the Contract and of all the payments made by it in relation to its function of providing services to THE COMPANY according to the Contract, it will maintain said account with a sufficient level of detail so that the transactions and the destination of any payment

can be verified to the satisfaction of THE COMPANY and will make said account available to THE COMPANY or its agents, periodically, by request, for such verification.

3. Regardless of any provision of the Contract that says otherwise, when it is admitted or detected that the Supplier or any of its Affiliates have breached paragraph 2 of this Condition or that any statement or affirmation made by the Supplier or any of its Affiliates in relation to this Condition is materially incorrect:
  - (a) THE COMPANY will have the option to terminate the Contract immediately;
  - (b) the Supplier will lose the right to any commission owed by THE COMPANY; and
  - (c) the Supplier will indemnify THE COMPANY for any resulting liability.
4. The provisions of paragraphs 2 and 3 of this Condition shall survive the termination or expiration of the Contract.

**22. Nullity.**

The nullity and therefore, the inapplicability of any of the clauses and/or annexes making up the CGCs herein, shall not be cause for invalidating the rest of the clauses, which shall remain in force.

**23. Interpretation.**

The CGCs herein cancel and replace any term included in fees, invoices, proposals or other documents that may contradict them, except for what is set forth in these CGCs concerning the validity and prioritised application of other documents.

**24. Headings.**

The headings for the clauses of these CGCs have been placed here merely to facilitate the reading of them, but they shall not affect the interpretation of their contents.

**25. Retrospective effect.**

The Supplier agrees that the work or services carried out by it during the execution of orders is subject, with retrospective effect and from the date in which they were performed and in their entirety, to the form, terms and conditions set forth in the CGCs herein.

**26. Applicable law and arbitration.**

26.1 The CGCs herein shall be governed and interpreted by Spanish Law.

26.2 It is the will of the parties to specifically waive the legal jurisdiction and to submit to arbitration any dispute, matter or incident that might arise between them with regard to these CGCs and to the Purchase Order. This arbitration shall take place at law and its administration shall be entrusted to the Arbitration Civil and Trade Court (CIMA) of Madrid, whose Statutes and Rules of Practice the signatories of this document declare to be familiar with. The cognizance and the resolution of the litigious matters shall be incumbent on a single arbitrator, who shall be designated from among the members of the Arbitration Civil and Trade Court through the agreement of the parties at the time the dispute arises or, if this is not achieved, by the President of the Court, in accordance with its Statutes, which are likewise known to the parties. It shall be understood that no agreement exists when at the end of a period of fifteen calendar days as of the summons of the one party to the other or others, an affirmative response does not come back

from all of them. Both parties specifically place on the record their commitment to comply with the decision of the arbitrator that is dictated.

THE SUPPLIER acknowledges and agrees to this General Purchasing Terms.

SUPPLIER LEGAL NAME:

DATE:

SIGNATURE:

NAME AND SURNAME:

ID CARD NUMBER:

TITLE:

LOCATION:

MOBILE PHONE NUMBER:

EMAIL ADDRESS:

VAT n. / TAX PAYER ID NUMBER: