

GENERAL PURCHASING TERMS AND CONDITIONS

Evolutio Cloud Enabler, S.A.U.

1. DEFINITIONS, PURPOSE AND SCOPE OF APPLICATION

- 1.1** For the purposes of these General Purchasing Terms and Conditions, the following terms shall have the meanings set out below:

EVOLUTIO: Evolutio Cloud Enabler, S.A.U., with registered office at C/ Isabel de Colbrand No. 6-8, 28050 Madrid, holder of Tax Identification Number (N.I.F.) A-80448194 and registered with the Madrid Commercial Registry in Volume 4496, folio 147, sheet M-74132.

GPC: these General Purchasing Terms and Conditions of EVOLUTIO.

Purchases: any acquisition of goods or services, as well as the performance of any works, by EVOLUTIO from the Supplier.

Order: the order, agreement, annex, purchase order, acceptance of an offer or any other document issued or accepted by EVOLUTIO in which a Purchase is formalised.

Supplier: the natural or legal person that acknowledges, consents to and accepts these GPC and supplies goods, provides services or performs works for EVOLUTIO.

ICT Services: services that (i) involve access to information belonging to EVOLUTIO or its customers, (ii) involve logical or physical access to EVOLUTIO's systems or infrastructure, or (iii) directly or indirectly support services provided by EVOLUTIO to third parties.

- 1.2** The GPC establish the general legal framework applicable to all Orders granted, awarded, issued or accepted by EVOLUTIO for the delivery of goods, procurement of services or performance of works. Each Order shall identify the Supplier and specify the purpose, scope, deliverables, deadlines, price, service levels, acceptance criteria and any other applicable special terms. Issuance of these GPC alone does not oblige EVOLUTIO to purchase any minimum volume or to place any Order.
- 1.3** Unless otherwise provided in a framework agreement, Order, annex or special terms and conditions expressly signed or accepted by EVOLUTIO, these GPC shall prevail over any general or special terms, offers, quotations, invoices or other Supplier documents that conflict with them.
- 1.4** Acceptance of an Order, commencement of its performance or signature of these GPC by the Supplier shall constitute full acceptance of them, provided that EVOLUTIO has supplied the Supplier with a copy of, or full access to, their text before contracting and the Order expressly identifies them. EVOLUTIO shall retain evidence of the version supplied and its acceptance.

2. FORMALISATION, ISSUANCE AND ACCEPTANCE OF ORDERS

- 2.1** Purchases may be formalised by agreement, Order or both simultaneously, with an agreement being signed, where applicable, and Orders subsequently issued under that agreement.
- 2.2** EVOLUTIO shall place Orders in writing and may send them to the Supplier electronically, through the Supplier Portal, by email, courier or any other means that provides reasonable evidence of their issuance.

- 2.3 An Order shall be deemed accepted by the Supplier (a) when EVOLUTIO receives a copy or acknowledgement of receipt signed by the Supplier; (b) when the Supplier commences performance of the Order; or (c) four (4) business days after it is sent, unless the Supplier has notified its rejection in writing.
- 2.4 EVOLUTIO may cancel the Order if it does not receive express acceptance within the stated period or if the Supplier rejects the application of these GPC.
- 2.5 The Supplier's terms and conditions shall amend or supplement these GPC only where they have been expressly accepted in writing by EVOLUTIO and incorporated as special terms and conditions or as an annex.

3. SUPPLY, DELIVERY, ACCEPTANCE AND TRANSFER OF TITLE

- 3.1 The Supplier shall deliver the goods and/or provide the services covered by the Order on the dates and at the locations stated therein. The price shall be deemed to include all costs directly or indirectly related to the goods, merchandise, works or services up to the point of delivery or performance, unless expressly agreed otherwise.
- 3.2 All supplies shall be made under INCOTERMS DDP, unless EVOLUTIO and the Supplier agree another arrangement in writing.
- 3.3 The goods shall be transported at the Supplier's risk. Risk shall pass upon final acceptance of the goods or services by EVOLUTIO. Each shipment must clearly identify the delivery address and Order number.
- 3.4 The goods or merchandise must be delivered with complete documentation and all applicable legal and regulatory documents, including, where appropriate, certificates of origin, delivery note or proof of delivery, and the serial number of the equipment included in each Order.
- 3.5 Initial receipt by EVOLUTIO shall be provisional. Final acceptance, including quality-control tests or other checks that EVOLUTIO may perform, shall take place, where applicable, within a maximum period of thirty (30) days from provisional receipt.
- 3.6 The date of final acceptance shall be the relevant date for commencement of the warranty period applicable to the goods or services.
- 3.7 Goods delivered in excess, non-conforming goods or defective goods may be returned to the Supplier at its risk and carriage forward. EVOLUTIO may require their replacement with new goods on identical terms or cancel the Order and claim the applicable penalties, losses and damages.
- 3.8 Title to the goods shall pass once they have been delivered and finally accepted by EVOLUTIO at the relevant delivery location.

4. TERM, DURATION AND RENEWAL

- 4.1 The GPC shall remain in force for as long as there are outstanding Orders, commercial relationships or obligations between EVOLUTIO and the Supplier.
- 4.2 The specific term of each Order or service shall be as stated in the Order or applicable special terms and conditions. In the absence of an express provision, the Order shall remain in force for the period necessary for its full performance and acceptance by EVOLUTIO.
- 4.3 Any renewal or extension of an Order or agreement shall require the express written agreement of EVOLUTIO and the Supplier. There shall be no automatic renewal unless otherwise agreed in writing.

4.4 EVOLUTIO may terminate all or part of these GPC or any Order in accordance with Clause 10 by giving one (1) month's notice, without cause and without giving rise to any right of compensation or penalty in favour of the Supplier.

4.5 The parties shall perform all accrued and outstanding obligations up to the effective date of expiry or termination.

The continuing effect of these GPC as a general framework does not itself determine the commencement or end date of any specific service. Each Order shall state its effective date, term and any extension terms. Continuing Orders after the framework expires shall not constitute its tacit renewal.

5. DELIVERY AND PERFORMANCE DEADLINES. DELAYS AND PENALTIES

5.1 The Supplier shall comply with the delivery or performance deadlines established in these GPC, the Order or any annex or special terms and conditions.

5.2 If a delivery or performance deadline is missed, provided that the delay is not attributable to EVOLUTIO or to force majeure, EVOLUTIO may impose on the Supplier a penalty for each week of delay equal to three per cent (3%) of the total amount of the affected Order.

5.3 If the delay exceeds twenty (20) calendar days, EVOLUTIO may cancel the affected Order, without prejudice to the accrued penalty and any compensation for losses and damages that may apply.

6. WARRANTY AND LIABILITY FOR DEFECTS

6.1 The Supplier warrants to EVOLUTIO that the materials, equipment, goods, works or services supplied under an Order are free from defects, conform to the applicable specifications, drawings, samples or descriptions, are fit for their intended purpose, and are new and of first-rate quality, unless otherwise agreed in writing.

6.2 The Supplier shall be liable for any patent or latent defects in the goods, works and services delivered, including any part whose manufacture or performance has been wholly or partly entrusted to a third party.

6.3 The Supplier shall indemnify and hold EVOLUTIO harmless against all loss, damage, claims or actions suffered by EVOLUTIO as a result of defects, non-conformities or breaches by the Supplier, and no exclusion or limitation of the Supplier's liability shall apply in this respect.

6.4 Unless the Order establishes a longer period, the Supplier warrants the goods delivered and services provided for a minimum period of twelve (12) months from final acceptance by EVOLUTIO.

6.5 If the Supplier fails to remedy any faults or defects diligently, EVOLUTIO may do so itself or through third parties, deducting the resulting costs, losses and damages from outstanding payments or claiming them from the Supplier.

6.6 The Supplier shall inform EVOLUTIO without delay of any actual or suspected manufacturing defect of which it becomes aware, in order to prevent possible loss or damage.

6.7 Any parts, materials or services found to be defective during the warranty period shall be replaced immediately at the Supplier's expense on terms identical to the original terms. Replacement parts and materials shall have a new warranty period equivalent to the original warranty period, commencing on the date of replacement.

7. SUPPLIER PERSONNEL, EMPLOYMENT OBLIGATIONS AND OCCUPATIONAL HEALTH AND SAFETY

- 7.1 For the provision of the services, the Supplier shall use its own personnel, who shall at all times remain under its authority, professional supervision and control. The Supplier shall exercise the management, control, selection, training, replacement, insurance, remuneration, disciplinary and all other powers inherent to an employer.
- 7.2 The relationship between EVOLUTIO and the Supplier is exclusively commercial. No employment relationship shall exist between EVOLUTIO, or its customers, and the Supplier's personnel.
- 7.3 The Supplier shall provide its personnel with the equipment, tools and materials required to perform the tasks covered by the Order properly.
- 7.4 The Supplier shall assume all employment, tax, Social Security and occupational health and safety obligations in respect of its employees, as well as any additional expense or cost incurred by its employees in providing the services, and shall hold EVOLUTIO harmless.
- 7.5 Where the services are provided at the premises of EVOLUTIO or its customers, the Supplier's personnel must be identified as Supplier personnel and must comply with the applicable internal organisational, security and operating rules.
- 7.6 The Supplier and EVOLUTIO shall, where necessary, appoint their respective service coordinators or supervisors. Ordinary operational communications with the Supplier's personnel shall be channelled through the supervisor or coordinator appointed by the Supplier.
- 7.7 The Supplier shall inform EVOLUTIO of the technical qualifications of the assigned team and shall make available to EVOLUTIO, upon request, documents evidencing the employees' relationship with the Supplier and compliance with its employment, tax and Social Security obligations.
- 7.8 The Supplier warrants that the assigned personnel have the necessary qualifications and experience and that the services shall be provided professionally, diligently and in accordance with industry standards.
- 7.9 The Supplier shall inform EVOLUTIO of any material change in the personnel assigned to the service, without prejudice to its freedom to organise and manage its resources.
- 7.10 The Supplier shall comply with Law 31/1995 of 8 November on Occupational Risk Prevention and its implementing regulations in respect of personnel assigned to the provision of the service.
- 7.11 Where the service requires physical presence at the premises of EVOLUTIO or its customers, the Supplier shall provide documentary accreditation through the web tool or business activity coordination platform (CAE) designated by EVOLUTIO and keep the required company and employee documentation current. Unless otherwise indicated, registration shall be requested through cae@evolutio.com. cae@evolutio.com
- 7.12 The Supplier shall inform EVOLUTIO, through the service coordinator, of any occupational accident and/or illness suffered by any of its employees while performing the service, sending the information to cae@evolutio.com or to any other channel indicated by EVOLUTIO.
- 7.13 EVOLUTIO shall inform the Supplier of the occupational risks and preventive measures applicable where the work is performed at EVOLUTIO's premises, and both parties shall coordinate their preventive policies where required under applicable law.
- 7.14 The Supplier shall indemnify and hold EVOLUTIO harmless against any claim, sanction, payment, complaint, loss or damage relating to its employees or subcontractors, including Social Security contributions, severance payments, penalties, taxes or any other amount arising from the Supplier's breach.

- 7.15** EVOLUTIO may withhold outstanding payments to the Supplier in an amount sufficient to cover liabilities arising under this clause, without prejudice to the insurance coverage required under these GPC.

The Supplier shall provide sufficient resources to manage and coordinate its personnel independently, preserving the commercial nature of the relationship. At customer or third-party premises it shall comply with communicated and applicable preventive instructions. EVOLUTIO's documentary review, CAE validation or transmission of instructions shall not, of itself, make EVOLUTIO the legal owner or principal employer at a workplace or release the Supplier from its own obligations. This is without prejudice to each party's mandatory statutory responsibilities.

8. PRICE, COMMERCIAL TERMS AND BENCHMARKING

- 8.1** The prices stated in each Order or its annexes are fixed and final, unless otherwise agreed in writing.
- 8.2** All taxes, duties and fiscal charges, whether direct or indirect, shall be borne by the Supplier, except for VAT or any equivalent tax that EVOLUTIO is legally required to bear.
- 8.3** The price shall accrue in respect of goods delivered and accepted or services actually provided in accordance with the Order.
- 8.4** The Supplier shall be responsible for any difference in freight, carriage or other costs arising from delivery of the goods covered by the Order, with no charge to EVOLUTIO unless otherwise agreed in writing.
- 8.5** If market changes occur during the term of the Order or agreement, EVOLUTIO may request a price review where it identifies deviations that cause a significant loss of competitiveness.
- 8.6** A significant loss of competitiveness shall be deemed to exist where EVOLUTIO presents a price list or one or more independent offers made by companies with the capacity and authorisation to provide equivalent services, showing a total price at least five per cent (5%) lower than the established price.
- 8.7** In the event of disagreement as to whether a significant loss of competitiveness exists, either party may, at its own expense, submit the matter to an independent, reputable auditor accepted by the parties, unless there are reasonable grounds for objection.
- 8.8** If the auditor confirms that the criteria are met and the Supplier does not match the offers submitted within fifteen (15) days of notification of the auditor's opinion, EVOLUTIO may terminate the affected Order or agreement early by giving fifteen (15) days' written notice, without the Supplier being entitled to compensation on that account.

The auditor shall issue its opinion within thirty (30) days of appointment. The auditor shall verify that the compared offers cover the contracted scope, are independent, without direct or indirect participation by the same operator, and reflect prevailing market prices. The parties shall cooperate in good faith and act in accordance with the opinion.

9. INVOICING AND PAYMENT TERMS

- 9.1** The Supplier shall submit to EVOLUTIO invoices for goods delivered or services actually provided for validation and accounting. Amounts shall exclude VAT, which shall be added, where applicable, to each invoice in accordance with applicable law.
- 9.2** Invoices issued in accordance with these GPC shall be paid within sixty (60) days from the date of receipt or in accordance with the milestones agreed with the Supplier, by bank transfer to the account indicated by the Supplier. In all cases, the payment period shall comply with the applicable legislation on combating late payment in commercial transactions.

- 9.3 Invoices that do not meet the applicable requirements shall be returned to the Supplier, with notice of the return date and reason, without EVOLUTIO thereby being in default.
- 9.4 A correctly issued invoice must be uploaded to the supplier module or platform specified by EVOLUTIO and linked to the corresponding Order. For access or support, the Supplier may contact sourcing@evolutio.com unless EVOLUTIO specifies another procedure.
- 9.5 Invoices must state the Supplier's address, Tax Identification Number, date, Order number indicated by EVOLUTIO, description of the goods or services and any other information required by applicable law.
- 9.6 The Supplier may not provide services or supply goods without an Order and must ensure that EVOLUTIO issues it in advance. EVOLUTIO shall not make any payment without the corresponding Order.
- 9.7 Amounts due and not paid on time shall accrue the late-payment interest applicable under Spanish Law 3/2004 of 29 December, as amended, without prejudice to any other mandatory rights of the creditor. No internal validation procedure shall extend the statutory maximum payment periods.
- 9.8 At EVOLUTIO's request, the Supplier shall attach to the invoice certificates evidencing that it is up to date with its obligations to the General Social Security Treasury and the Spanish Tax Agency.
- 9.9 The Supplier shall submit invoices without delay and, in any event, within twelve (12) months after delivery of the product or performance of the service, unless a mandatory rule prescribes a different consequence or period. Failure to invoice within that period shall not, in itself, discharge EVOLUTIO from obligations enforceable under applicable law.

10. TERMINATION AND RESOLUTION OF THE ORDER

- 10.1 EVOLUTIO may terminate all or part of these GPC or any Order, without cause, by giving the Supplier one (1) month's written notice, without giving rise to any right of compensation or penalty in favour of the Supplier.
- 10.2 Either party may terminate the Order by written notice if an event of force majeure prevents performance of all or a substantial part of the obligations for a continuous period of thirty (30) days from the date on which the obligation should have been performed. EVOLUTIO may terminate after twenty (20) days as provided in the force majeure clause.
- 10.3 Either party may terminate the Order if the other party breaches any term or condition set out in the Order or these GPC and such breach is not remedied within fifteen (15) days following written notice specifying the breach. EVOLUTIO may also cancel or terminate the Order where the breach, by its nature, prevents or frustrates performance in accordance with the agreed terms or where expressly provided for in these GPC or the Order, without prejudice to its right to claim any applicable penalties, losses and damages.
- 10.4 Compliance with the information security and ICT supply-chain management obligations shall be essential. In the event of a material breach that poses a significant risk to EVOLUTIO or its customers, EVOLUTIO may require a remediation plan setting out measures and deadlines. If the breach is serious or persistent, or the plan is not implemented on time, EVOLUTIO may terminate all or part of the Order without penalty or cost, without prejudice to any other rights.
- 10.5 Where grounds for termination exist, the non-defaulting party may exercise the rights set out in Article 1,124 of the Spanish Civil Code.
- 10.6 In the event of partial termination, only the rights and obligations corresponding to the services or supplies that continue to be provided shall remain enforceable.
- 10.7 Upon expiry or termination of the Order, and within a maximum period of ten (10) days thereafter, the Supplier shall, at its sole cost and expense, return to EVOLUTIO all information and documentation relating

to the Order, deliver any media requested by EVOLUTIO, securely erase any information retained after delivery and reasonably assist with the transition or migration of the service.

- 10.8** Notwithstanding expiry or termination, any obligations which by their nature are intended to survive shall remain in force, including confidentiality, data protection, information security, compliance and anti-corruption, intellectual and industrial property, indemnities, insurance, return and deletion of information, governing law and arbitration.

Regardless of the reason for termination, the Supplier shall facilitate an orderly migration of the service to EVOLUTIO or its chosen replacement. At EVOLUTIO's request, it shall continue providing services essential to the transition for up to three (3) months, at the same prices and service levels, with only services actually provided being payable. It shall deliver data in a structured and documented format and certify secure deletion after delivery, except where retention is required by law.

Termination shall not affect accrued obligations or the completion of work in progress that EVOLUTIO expressly elects to continue. Upon partial termination, only the rights and obligations relating to continuing Orders or services shall remain, together with confidentiality, data protection, intellectual property, liability, audit and other obligations which by their nature survive.

11. LEGAL OBLIGATIONS, COMPLIANCE, ANTI-CORRUPTION AND SUSTAINABILITY

- 11.1** The Supplier shall comply with all laws and regulations applicable to the Order, its business and the goods, materials, equipment, works and services forming its subject matter.
- 11.2** The Supplier undertakes to ensure that it, its Affiliates, subcontractors, agents, officers, directors, employees, collaborators and any persons acting in its name or on its behalf engage only in legitimate business and ethical practices and comply with all applicable laws, including, without limitation, the anti-corruption laws of the country or countries in which the Order is performed.
- 11.3** For the purposes of this clause, "Affiliate" means, in relation to the Supplier: (i) any person or entity under its control; (ii) any person or entity that controls the Supplier; and (iii) any other person or entity under the control of a person or entity referred to in paragraph (ii).
- 11.4** The Supplier undertakes not to give, offer, agree, promise, solicit or receive, directly or indirectly, money, gifts, commissions, advantages, benefits or anything else of value as an inducement or reward for favourable action, forbearance, exercise of influence or improper advantage. This obligation shall apply both in relation to public officials, authorities or employees, whether domestic or foreign, and in relation to officers, directors, employees or representatives of private entities, customers, suppliers or any third party.
- 11.5** The Supplier declares that neither it nor any of its Affiliates, subcontractors, agents, officers, directors, employees, significant shareholders, members or collaborators involved in performing the Order is a politically exposed person, unless previously disclosed to EVOLUTIO in writing. For these purposes, a politically exposed person means a person who holds or has held a prominent public function, as well as that person's family members and close associates, in accordance with applicable anti-money-laundering legislation.
- 11.6** All information provided by the Supplier to EVOLUTIO in relation to its compliance, integrity, anti-corruption, ownership, ownership-structure or conflict-of-interest obligations must be current, accurate and complete. The Supplier shall notify EVOLUTIO without undue delay of any material change to such information.
- 11.7** Before subcontracting or appointing any third party, agent, intermediary or collaborator to carry out activities relating to goods or services supplied to EVOLUTIO, the Supplier must, where required under these GPC, obtain EVOLUTIO's prior written authorisation and ensure that the third party accepts obligations equivalent to those set out in this clause.

- 11.8** At EVOLUTIO's request, the Supplier shall provide reasonable documents and information enabling compliance with this clause by the Supplier, its Affiliates, subcontractors, agents and collaborators to be confirmed, and shall allow EVOLUTIO or its representatives to carry out reasonable checks of the books, records and documentation relating to work performed for EVOLUTIO.
- 11.9** The Supplier shall inform EVOLUTIO without undue delay of any material change in its ownership or control structure. EVOLUTIO may terminate the Order or the contractual relationship if, in its reasonable opinion, such change could adversely affect the Supplier's performance of its obligations, EVOLUTIO's reputation, or the legality or integrity of the contractual relationship.
- 11.10** The Supplier shall keep complete, accurate and sufficiently detailed records of amounts received from EVOLUTIO and payments made by the Supplier in connection with performance of the Order, so that the existence, purpose and justification of such payments can be verified.
- 11.11** In the event of a breach of this clause, or if any statement made by the Supplier in relation to it proves false, incomplete or materially inaccurate, EVOLUTIO may immediately terminate the Order or contractual relationship without penalty or cost, without prejudice to EVOLUTIO's right to claim any losses, damages, sanctions, costs, expenses and liabilities arising from such breach. The Supplier shall indemnify and hold EVOLUTIO harmless against any liability arising from a breach of this clause.
- 11.12** The obligations set out in this clause shall survive termination or expiry of the GPC, the Order or the contractual relationship.
- 11.13** The Supplier shall comply with applicable environmental legislation and take reasonable measures to minimise the environmental impacts associated with the goods and/or services supplied.
- 11.14** Where electrical or electronic equipment is supplied, the Supplier shall assume the obligations applicable to it under legislation governing waste electrical and electronic equipment and shall hold EVOLUTIO harmless against claims arising from its non-compliance.
- 11.15** Where applicable, the Supplier shall maintain an internal reporting channel and management procedures aligned with applicable law and shall reasonably cooperate with EVOLUTIO in verifying compliance.

Where required by the nature of the supply or service and specified in the Order, the Supplier shall maintain management systems or certifications appropriate to its activity and shall evidence their validity and scope upon EVOLUTIO's request, in accordance with Annex 8.

12. INTELLECTUAL AND INDUSTRIAL PROPERTY

- 12.1** Ownership and all intellectual or industrial property rights in EVOLUTIO's goods, materials, software, operating manuals and associated documentation supplied or made available to the Supplier shall remain vested in EVOLUTIO or the relevant owner.
- 12.2** Nothing in these GPC, the Order or the commercial relationship shall be construed as granting the Supplier any licence or right in EVOLUTIO's intellectual or industrial property, except to the extent strictly necessary to perform the Order and only for the time strictly required for that purpose.
- 12.3** Unless otherwise agreed in writing and to the fullest extent permitted by law, the Supplier assigns to EVOLUTIO, exclusively, worldwide, for the maximum period permitted by law and with the right to assign and sublicense to its customers, the rights of reproduction, distribution, communication to the public and adaptation in the works, deliverables, developments, configurations, documentation, designs, reports and materials specifically created for EVOLUTIO under an Order, for all forms of exploitation known as at the date of that Order. The consideration is included in the Order price. The Supplier shall procure the necessary assignments from its personnel and collaborators and take reasonable steps to evidence the transfer. Pre-existing materials shall remain owned by their respective owners, but the Supplier grants EVOLUTIO and

its customers an irrevocable, non-exclusive, worldwide licence for the term of protection necessary to use, maintain and exploit the deliverables for their intended purpose.

- 12.4** The Supplier shall treat as confidential any software or other material containing EVOLUTIO intellectual or industrial property rights and shall ensure that it is not copied, disclosed or used other than as authorised in writing by EVOLUTIO.
- 12.5** Where the goods include software not owned by EVOLUTIO, the Supplier shall grant, or ensure that EVOLUTIO obtains, an irrevocable, non-exclusive and sufficient licence to use the software or the goods with which it is supplied, including the right to sublicense where EVOLUTIO sells, leases, integrates or provides services to third parties using those goods, if required for the intended use.
- 12.6** The Supplier warrants that it holds the patents, licences and other intellectual and industrial property rights required for the goods, software, materials, services or deliverables it provides, and shall hold EVOLUTIO harmless against any claim for infringement of third-party rights.

Upon EVOLUTIO's request, the Supplier shall provide documentary evidence of ownership or the chain of licences for components and rights incorporated into the deliverables. Its indemnity extends to claims, proceedings, actions, sanctions, losses, damages and reasonable costs and expenses arising from actual or alleged infringement attributable to the Supplier, its personnel or subcontractors, or the materials it provides.

This Clause 12 constitutes the general contractual intellectual and industrial property regime applicable to the GPC and Orders, without prejudice to validly agreed special terms and its survival after termination.

13. PERSONAL DATA PROTECTION

- 13.1** For the purposes of this clause, GDPR means Regulation (EU) 2016/679, together with any amendment or subsequent implementing legislation, including Spanish Organic Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights. Terms defined in the GDPR shall have the meanings given to them therein.
- 13.2** The parties shall at all times comply with data-protection legislation in the conduct of their business and in the performance of the GPC and Orders, and shall flow down the corresponding obligations to their subcontractors and agents.
- 13.3** Solely for the purpose of maintaining and managing the contractual relationship and properly performing the Order, each party may receive personal data from the other, primarily business contact details of employees, collaborators, subcontractors or agents.
- 13.4** Each party undertakes to: (a) have a sufficient lawful basis for disclosing the data to the other party; (b) process the data received solely to manage the contractual relationship and exercise the rights and perform the obligations arising from the Order; (c) inform data subjects in accordance with Article 14 GDPR where applicable; (d) notify the other party of any security breach that may affect it; (e) cooperate reasonably to demonstrate compliance with the legislation; (f) provide reasonable assistance to the other party in connection with claims, exercises of rights or proceedings before authorities; and (g) maintain the confidentiality of personal data.
- 13.5** The persons to whom the personal data relate may exercise their rights of access, rectification, erasure, restriction of processing, data portability and, where applicable, objection and the right not to be subject to automated individual decision-making before the relevant party, by sending written notice to its registered office or, in EVOLUTIO's case, to protecciondedatos@evolutio.com.
- 13.6** Personal data obtained under these GPC may not be disclosed to third parties, except where such disclosure is necessary to perform the Order or comply with a legal obligation.

- 13.7** EVOLUTIO may require the Supplier to provide reasonable and sufficient information to verify compliance with data-protection legislation and this clause, including policies, procedures, technical and organisational measures and certifications, and may conduct reasonable and proportionate checks, inspections or audits directly or through independent third parties.
- 13.8** These GPC do not, of themselves, make either party a processor acting on behalf of the other. Where the Services involve or subsequently come to involve processing on behalf of a controller, the parties shall sign an agreement under Article 28 GDPR and Article 33 of Spanish Organic Law 3/2018, describing the specific processing, before access takes place. In all cases where the Supplier accesses or may access personal data or confidential information of EVOLUTIO or its customers, Annex 4 shall apply, without prejudice to the data-processing agreement, Order and special terms.
- 13.9** Even if no processing on behalf of a controller was identified when the Order was issued, that classification may arise later due to the actual nature of the services, their development, regulatory requirements, EVOLUTIO's instructions or an assessment by either party. From the time EVOLUTIO notifies the Supplier, the Supplier must acknowledge its status as processor in respect of the affected processing activities, sign the relevant addendum or agreement at no additional cost to EVOLUTIO and adopt the necessary technical and organisational measures.
- 13.10** Any refusal, unjustified delay or resistance by the Supplier to signing the required data-processing agreement shall constitute a serious and fundamental breach, entitling EVOLUTIO to terminate the Order in accordance with Clause 10, without prejudice to any other rights or remedies.
- 13.11** The obligations under this clause are essential. Any breach shall entitle EVOLUTIO to terminate the Order immediately and without penalty or cost, without prejudice to its right to claim the corresponding losses and damages.

14. CONFIDENTIALITY, INFORMATION AND PUBLICITY

- 14.1** The Supplier, its affiliates, officers, employees, collaborators and any persons appointed by it to participate in performing the Order shall keep confidential all information, regardless of its nature or format, including the terms and conditions of the Order, that is provided by EVOLUTIO or becomes known to them in connection with the commercial relationship.
- 14.2** The Supplier shall keep secret and treat as confidential vis-a-vis third parties any material information it obtains from EVOLUTIO during the term of the GPC and the Order and after their expiry, including market information, customer information, research results, criteria, planning, documentation, plans, innovations and confidential information belonging to EVOLUTIO or its customers.
- 14.3** The Supplier shall extend the confidentiality obligations to all its employees, collaborators and third parties participating in performance of the Order, monitor compliance and inform EVOLUTIO as soon as it becomes aware of any unlawful or improper use of, or interference with, the information or documentation.
- 14.4** The Supplier shall not apply or use information or documentation provided by EVOLUTIO for any purpose other than performance of the Order, nor assign or transfer it to third parties without EVOLUTIO's prior written authorisation.
- 14.5** Any advertising, dissemination, public reference, press release, case study or cooperation in publications relating to EVOLUTIO, its products, trademarks, information, documentation or agreements shall require EVOLUTIO's prior express written authorisation.
- 14.6** The Supplier shall use all reasonable means to protect and defend the ownership and confidentiality of EVOLUTIO's information.
- 14.7** Any breach of this clause shall constitute a material and fundamental breach.

Where Supplier personnel will have access to premises, systems or confidential information of EVOLUTIO or its customers, the Supplier shall obtain an individual confidentiality undertaking substantially in the form of Annex 5 before access and provide it to EVOLUTIO upon request. The Supplier remains responsible for its personnel and collaborators after the service ends.

15. INFORMATION SECURITY AND SECURITY MEASURES

- 15.1** The Supplier shall adopt and maintain technical and organisational measures appropriate to the risk in order to protect the information, systems and services relating to the GPC and Orders. At a minimum, the Supplier must comply with the minimum security measures set out in Annex 3 to the extent applicable to the type of goods, services, systems, information or access covered by the Order.
- 15.2** Where the services qualify as ICT Services, the obligations set out in Annex 2 (Information Security and ICT Supply-Chain Management) shall apply additionally and specifically. The obligations in Annex 2 are additional to the minimum measures set out in Annex 3 and the additional measures applicable to data access or processing set out in Annex 4.
- 15.3** The Supplier warrants that the security measures adopted at its premises and in its systems and environments shall be adequate to prevent access by unauthorised persons and the deterioration, loss, corruption, theft, unauthorised use or disclosure of information.
- 15.4** Where the Supplier or its personnel have access to computer systems or information belonging to EVOLUTIO or its customers, the Supplier shall keep such information secure and confidential, act solely in accordance with EVOLUTIO's instructions regarding its processing, and comply with any reasonable security requirements specified by EVOLUTIO.
- 15.5** The Supplier shall allow EVOLUTIO or its authorised representatives reasonable access to premises, systems, records and evidence containing or affecting such information, to the extent necessary to assess compliance with the security obligations, including, where applicable, the right of verification set out in Annex 2.
- 15.6** Any breach of this clause or Annexes 2, 3 or 4 shall constitute a material and fundamental breach.
- 15.7** Without prejudice to EVOLUTIO's other rights, the Supplier shall, at its own cost, take the measures necessary to restore lost or corrupted information to the state of its most recent backup and to bring to an end any unauthorised use or access that caused or enabled the loss or corruption.
- 15.8** The obligations under this clause shall survive termination of the GPC or the Order.

Where applicable to the service, the Supplier shall also comply with the detailed supplementary security standard in Annex 9. Any exception requires EVOLUTIO's prior express approval under its exception-management procedure.

16. ASSIGNMENT, SUBCONTRACTING AND SUPPLY CHAIN

- 16.1** The Supplier shall not assign or subcontract all or part of the Order or any obligations arising from these GPC without EVOLUTIO's prior written consent. Any authorisation granted shall not release the Supplier from any obligation or liability towards EVOLUTIO.
- 16.2** The Supplier shall enable EVOLUTIO to have reasonable access to the subcontractor in order to obtain appropriate assurance as to the performance and quality of the service.
- 16.3** Where services or elements affecting information security or ICT Services are subcontracted, the Supplier shall (i) ensure that the subcontractor applies equivalent measures, (ii) remain fully liable to EVOLUTIO, (iii) inform EVOLUTIO of material changes in the supply chain that may affect service risk, and (iv) provide

EVOLUTIO with reasonable additional information where essential service elements are subcontracted, in accordance with Annex 2.

- 16.4** The Supplier shall be jointly and severally liable for the acts and omissions of any person or entity to which the Order has been assigned or subcontracted.
- 16.5** EVOLUTIO may assign all or part of the GPC, the Order or the rights and obligations arising from them by giving the Supplier at least thirty (30) days' prior written notice of the date on which the assignment is to take effect.
- 16.6** The Supplier shall be responsible for ensuring that any suppliers or subcontractors used to provide the service comply with the applicable quality, security and compliance requirements imposed by EVOLUTIO. The Supplier must also notify EVOLUTIO, at least ten (10) business days before the effective date, of the engagement of last-mile providers or critical subcontractors that may affect the service provided to the customer, and EVOLUTIO may reject such subcontracting within that period. At EVOLUTIO's request, the Supplier must provide evidence of their proper assessment and oversight.

17. QUALITY OF GOODS AND SERVICES

- 17.1** All services and supplies provided under these GPC or an Order shall conform to the quality standards of the Supplier's industry, be fit for purpose and be performed in accordance with the GPC, the Order and the applicable service levels or acceptance criteria.
- 17.2** The Supplier acknowledges that the quality of service provision and delivery of goods is an essential factor.
- 17.3** To ensure quality, the Supplier shall seek not to make material changes to the composition of the assigned key personnel, unless necessary to ensure service continuity and quality.
- 17.4** The relationship between the parties shall be based on good faith, and the exercise of their rights and performance of their obligations shall be consistent with that principle.

18. INSURANCE AND CIVIL LIABILITY

- 18.1** The Supplier shall hold EVOLUTIO harmless against any claims and liabilities arising from property damage, injury or death of any person, whether Supplier personnel, EVOLUTIO personnel or a third party, in connection with or during performance of an Order.
- 18.2** The Supplier shall take out and maintain throughout the term of the Order one or more appropriate insurance policies covering civil liability for personal injury and property damage caused to third parties or EVOLUTIO, as well as disability and death risks arising from installation, commissioning and putting equipment into service.
- 18.3** The insured amount shall be no less than one million euros (EUR 1,000,000) per claim and insurance year, or the total amount of the Order if higher, unless the Order establishes a different amount.
- 18.4** EVOLUTIO may at any time request from the Supplier a copy of the insurance policy and evidence that it remains in force and has been paid.

The insured amount shall be reviewed by agreement, taking into account the risk and value of exposed property and interests, if the scope of the Order changes materially. Insurance coverage does not limit the Supplier's contractual or statutory liability.

19. WASTE MANAGEMENT AND ENVIRONMENTAL OBLIGATIONS

- 19.1 The Supplier shall comply with applicable legislation on electrical and electronic equipment and waste management.
- 19.2 In particular, the Supplier shall, where applicable, assume the costs and obligations relating to the management, collection, treatment, storage, labelling, reporting, recycling or disposal of waste generated by equipment supplied under the GPC or the relevant Order.

The Supplier shall comply with the environmental, waste-management and supply-chain obligations in Annex 7 to the extent relevant to the nature and risk of the Order.

FORCE MAJEURE

Neither party shall be liable for non-performance directly caused by an unforeseeable or unavoidable event meeting the legal requirements of force majeure. Lack of resources, ordinary staff shortages, internal labour disputes within the Supplier and avoidable breaches by its subcontractors shall not qualify.

The Supplier shall notify EVOLUTIO in writing of the event, its scope and estimated duration as soon as possible and, unless reasonably prevented, within twenty-four (24) hours of learning of it. It shall take reasonable mitigation and recovery measures and provide updates. EVOLUTIO may terminate the Order if the inability to perform continues for twenty (20) days, without penalty, paying only for performance accepted up to that date.

NOTICES

Operational notices may be sent to the contacts and addresses set out in the Order by a means that provides reasonable evidence of dispatch. Notices concerning breach, amendment, suspension or termination shall be in writing by a means that evidences their content, date of dispatch and receipt or availability.

The parties shall specify their notice addresses and email addresses in each Order and may change them by verifiable written notice. A notice shall take effect upon evidenced receipt, subject to mandatory applicable rules.

20. SEVERABILITY

- 20.1 The invalidity or unenforceability of any clause or annex of the GPC shall not affect the validity of the remaining provisions, which shall remain in force and enforceable.

21. INTERPRETATION, ORDER OF PRECEDENCE AND CONTRACTUAL AMENDMENTS

- 21.1 Clause headings are included for ease of reference only and shall not affect interpretation of their content.
- 21.2 The GPC supersede and replace any conflicting condition contained in price lists, invoices, offers or other Supplier documents, except as provided in these GPC in relation to special terms and conditions expressly accepted by EVOLUTIO.
- 21.3 In the event of a conflict between these GPC and an Order or special terms expressly accepted by authorised representatives of EVOLUTIO, the special term shall prevail solely in respect of the specific matter it addresses. A general reference to the Supplier's terms shall not alter these GPC. Annexes 2 to 9 supplement the main body in their respective specialist subjects; any special term varying an information security, data-protection or confidentiality obligation must identify that obligation expressly.

- 21.4 Any amendment or addendum to the GPC shall be valid only if made in writing and expressly accepted by EVOLUTIO.

These GPC, the Orders and the special terms constitute the entire agreement in respect of their subject matter and supersede inconsistent prior negotiations or communications. Any amendment shall identify the affected provisions, be in writing and be accepted by authorised representatives of both parties. Unamended provisions remain in force.

22. RETROACTIVE EFFECTS

- 22.1 The Supplier accepts that any works, supplies or services performed in execution of Orders shall, from the date on which they were performed and in their entirety, be governed by the form, terms and conditions set out in the GPC, unless otherwise agreed in writing.

23. GOVERNING LAW AND DISPUTE RESOLUTION

- 23.1 The GPC and Orders shall be governed by and construed in accordance with Spanish law.
- 23.2 Any matter not provided for in the GPC or the Order shall be governed by Spanish commercial and civil law relating to obligations and contracts.
- 23.3 The parties expressly waive recourse to the courts and agree to submit to arbitration any dispute, question or issue arising in connection with the GPC or an Order. The arbitration shall be in law and shall be administered by the Corte Civil y Mercantil de Arbitraje (CIMA), seated in Madrid, whose Articles of Association and Rules of Procedure the Supplier declares it knows.
- 23.4 Any disputed matter shall be heard and decided by a sole arbitrator appointed from among the members of the Corte Civil y Mercantil de Arbitraje (CIMA) by agreement between the parties when the dispute arises or, failing agreement, by the President of CIMA in accordance with its Articles of Association. Agreement shall be deemed not to exist if, within fifteen (15) calendar days of one party's request to the other, an affirmative response from all parties has not been received.
- 23.5 The parties record their commitment to comply with the arbitral award issued.

ANNEX 1. SPECIAL TERMS AND CONDITIONS FOR THE SERVICE PROVIDED BY THE SUPPLIER (IF APPLICABLE)

FIRST. PURPOSE.

[Complete if applicable.]

SECOND. OBLIGATIONS OF THE PARTIES.

[Complete if applicable.]

THIRD. METHOD OF SERVICE DELIVERY.

[Complete if applicable.]

FOURTH. FINANCIAL TERMS AND PAYMENT METHOD.

[Complete if applicable.]

FIFTH. EXCLUSIVITY.

[Complete if applicable.]

SIXTH. WARRANTY.

[Complete if applicable.]

SEVENTH. CONFIDENTIALITY AND DATA PROTECTION.

[Complete if applicable.]

EIGHTH. DISCLAIMER OF LIABILITY.

[Complete if applicable.]

NINTH. TERM.

[Complete if applicable.]

TENTH. NOTICES.

[Complete if applicable.]

The Order or these special terms shall identify the parties, signing and commencement dates, effective service term, place of performance, responsible contacts and an incident escalation matrix.

They shall describe the products and services, phases, work plan, milestones, deliverables, exclusions and each party's obligations, together with the acceptance criteria and tests.

They shall identify the applicable KPIs and SLAs, their measurement and reporting frequency, remedies and any penalties expressly agreed.

They shall state prices, consumption units, applicable taxes, invoicing milestones and any exceptional costs expressly accepted. No minimum purchase commitment arises by implication.

They shall specify the return and transition plan, deadlines, support and any expressly agreed costs, in addition to the general provisions of these GPC.

ANNEX 2. INFORMATION SECURITY AND ICT SUPPLY-CHAIN MANAGEMENT

1. Purpose and objectives

This Annex establishes the information-security, operational-resilience and supply-chain-management requirements and commitments applicable to ICT Services provided by the Supplier to EVOLUTIO, in order to ensure appropriate protection of information, systems and services and compliance with applicable legislation. This Annex forms an integral part of the GPC and the affected Orders.

2. Scope of application

The obligations set out in this Annex apply to all ICT Services involving access to information belonging to EVOLUTIO or its customers, logical or physical access to EVOLUTIO's systems or infrastructure, or direct or indirect support for services provided by EVOLUTIO to third parties.

3. General security principles

The Supplier shall maintain technical and organisational measures appropriate to the risk associated with the service, manage security systematically and in a documented manner, apply the principle of proportionality according to the criticality of the service, and cooperate with EVOLUTIO to ensure a level of protection consistent with the nature of the service.

4. Evidence of security level

The Supplier must demonstrate that it has a security-management system appropriate to the service provided, either through a current certification to a recognised information-security standard with a scope appropriate to the contracted service or, in the absence of certification, through a responsible declaration of compliance signed by a legal representative and accompanied by sufficient documentary evidence. EVOLUTIO may request reasonable additional information to verify such evidence, which must remain current throughout the term of the Order.

5. Service classification

EVOLUTIO may classify certain services as Critical ICT Services based on their potential impact on business continuity, information security or regulatory obligations applicable to EVOLUTIO or its customers. The classification shall be notified to the Supplier and may be reviewed during the contractual term.

6. Risk management

The Supplier must have a formal methodology for identifying, analysing and treating risks, periodic assessments at least annually, and documented treatment and monitoring plans.

7. Security-incident management

The Supplier must have a formal incident-management procedure. In the event of an incident that may affect the service or EVOLUTIO information, it shall notify EVOLUTIO without undue delay and, in any event, within no more than twenty-four (24) hours of detection, provide additional information as it becomes available, and cooperate reasonably in the analysis, mitigation and resolution of the incident. Where the incident has a significant impact, it shall preserve the evidence necessary for its analysis.

8. Service continuity and resilience

The Supplier shall maintain reasonable continuity and recovery measures for incidents that may affect the service, including a business-continuity and recovery plan, recovery-time objectives where required by the service, and periodic testing. EVOLUTIO may request general information on those measures where necessary.

9. Access control and personnel

The Supplier shall ensure that access to systems and information is limited to personnel who strictly need it, apply controls for the creation, removal and modification of access, subject personnel to confidentiality obligations, and provide basic information-security training.

10. Subcontracting and supply chain

Where the Supplier engages third parties, it shall ensure that they apply equivalent security measures, remain fully liable to EVOLUTIO and report material supply-chain changes that may affect service risk. If essential elements are subcontracted, EVOLUTIO may request reasonable additional information.

11. Personal data protection

Where the service involves the processing of personal data, the parties shall enter into the relevant data-processing agreement where applicable. The Supplier shall apply technical and organisational measures appropriate to the risk and shall provide information on the general location of the data where relevant for regulatory compliance.

12. Additional requirements for Critical ICT Services

Where a service is classified as critical, EVOLUTIO may require a current formal certification with a specific scope, a designated technical contact for material incidents, formal service levels linked to security and continuity, priority notification of high-impact incidents, and periodic evidence of vulnerability management and relevant technical controls.

13. Right of verification

EVOLUTIO may request, on a proportionate and reasonable basis, documentary evidence of compliance, current certifications, available external-audit reports and completion of security questionnaires. Any verification shall be carried out in a manner that does not unduly interfere with the Supplier's business.

14. Service termination

Upon termination of the Order, the Supplier shall facilitate the structured return of information, ensure its secure deletion or destruction where appropriate, and reasonably cooperate in the service transition.

15. Non-compliance

In the event of a material breach of the security obligations that poses a significant risk to EVOLUTIO or its customers, the parties shall agree an appropriate remediation plan. If the breach is serious or persistent, EVOLUTIO may exercise the rights set out in the GPC, including contractual termination.

Annex 3 - Minimum Security Measures

The Supplier and its personnel shall comply, at a minimum and to the extent applicable to the subject matter of the Order, with the following security measures:

User management

Each person shall have a unique password.

A process shall be in place for creating, authorising and deleting users and for periodically reauthorising them.
A policy shall be in place permitting only strong passwords.

Permissions management

An identified data owner shall be appointed.

Permissions shall be authorised by the data owner and reviewed periodically.
The reasons why each access is required shall be analysed and documented.

Data classification and handling

An identified person responsible for the service, processing activity or task shall be appointed.

Data shall be analysed and classified, at a minimum, as public or confidential and, where applicable, as particularly sensitive data or data subject to enhanced protection.
The security measures applicable to each data category shall be defined.
The defined security measures shall be implemented.

Standardisation of systems and networks

Systems and communications networks shall be designed using standardisation and secure-hardening processes in accordance with commonly accepted industry standards.

Default accounts and passwords shall be removed.
A process shall be implemented to disable services that will not be used.
Different access roles shall be created and, where appropriate, networks, systems and data shall be segregated.
Systems containing or providing access to personal data, confidential information or information critical to service delivery shall be made redundant where necessary in light of the risk.

Inventory and change control

The Supplier shall maintain an up-to-date inventory of hardware, software and current licences relevant to service delivery.

Changes affecting systems, applications, services, data or security measures shall be documented.

Monitoring and event management

The log files of each system shall be configured to record successful and failed access attempts.

Log files shall be configured to record material administration, modification, deletion or information-access events in accordance with an appropriate retention policy.

Vulnerability and patch management

A process shall be in place to receive notifications of patches and updates from manufacturers or trusted sources.

A process shall be in place to analyse, prioritise and deploy critical patches.

Identified vulnerabilities must be mitigated within reasonable periods based on their criticality.

Secure development

Secure-development guidelines in accordance with commonly accepted industry standards shall be applied, particularly to applications, websites, APIs or developments providing internet access.

Code must be protected against unauthorised access or modification.

Protection against malicious code

The principle of least administrative privilege shall be applied to users.

Only authorised and verified applications shall be installed.

Where applicable, antimalware solutions shall be installed, periodically updated and properly configured.

Data shall be encrypted where required by the risk.

The extraction of information shall be restricted, including by restricting or disabling USB ports or other removable devices where necessary.

Appropriate network controls, such as firewalls, IDS/IPS, threat-prevention modules or equivalent controls, shall be used where applicable.

Operating, backup and restore processes

Backups shall be made of data and systems requiring them.

A policy or procedure shall be in place for operating, backing up and restoring data and systems.

Where appropriate, recovery-time and recovery-point objectives (RTO/RPO) shall be defined.

Periodic restoration tests shall be performed to verify the effectiveness of backups.

Physical security of offices and data centres

A process shall be in place to control and record physical access.

Where required by the risk, surveillance, CCTV or equivalent controls shall be in place.

A procedure shall be in place for managing and escorting visitors.

Equipment shall be properly installed, rack-mounted and protected.

Cabling and critical components shall be appropriately protected.

Security-incident management

An implemented security-incident-management process shall be in place, covering recording, classification, escalation, contacts, mitigation, resolution and lessons learned.

Incidents that may affect EVOLUTIO, its customers, its systems or its information must be notified in accordance with the GPC, Annex 2, Annex 4 or the Order.

Supplier management

A process shall be in place for qualifying and monitoring suppliers and subcontractors involved in service delivery.

Agreements with those suppliers or subcontractors must be aligned with the Supplier's obligations to EVOLUTIO, including security measures, confidentiality, data protection, compliance and continuity.

A process shall be in place for service-monitoring or service-review meetings where necessary.

ANNEX 4. ADDITIONAL MEASURES APPLICABLE TO DATA ACCESS OR PROCESSING

This Annex sets out the additional security obligations applicable to the Supplier where, in connection with the provision of services or supply of goods to EVOLUTIO, it accesses, processes, retains, stores, transmits or may access personal data, confidential information, systems, files, media or resources belonging to EVOLUTIO or its customers.

These measures shall apply without prejudice to the obligations set out in the GPC, Annex 2, Annex 3, the Order, any data-processing agreement entered into and applicable law.

1. Unless EVOLUTIO requests their return or delivery, the Supplier shall securely delete or destroy any data processed, accessed or generated once the Order or service provision ends, unless a legal retention obligation applies. In that case, the data must remain blocked, protected and restricted to compliance with that legal obligation.
2. The Supplier shall be responsible for communicating and enforcing, among all persons directly or indirectly involved in accessing or processing the data, the applicable security measures, rules and procedures necessary to ensure the confidentiality, integrity, availability and resilience of the information and to prevent unauthorised alteration, loss, processing, access, use or disclosure.
3. The Supplier shall ensure that all persons involved in accessing or processing the data understand the scope of their functions, the obligations they assume, the rules they must follow, their duty of confidentiality and the consequences of non-compliance.
4. The Supplier shall maintain a record of security incidents that affect or may affect the data, systems or information of EVOLUTIO or its customers. The record must include at least the date and time of the incident, type of incident, person detecting or reporting it, person or department to whom it is reported, actual or potential effects, measures taken and resolution status.
5. Any anomaly, incident or malfunction affecting or potentially affecting the security, confidentiality, integrity or availability of personal data, confidential information, systems or resources of EVOLUTIO or its customers shall be notified to EVOLUTIO without undue delay and, in any event, within a maximum of twenty-four (24) hours after the Supplier becomes aware of the incident.
6. The Supplier shall promptly adopt the preventive, corrective and mitigation measures required to resolve the incident, minimise its effects and reduce the likelihood of recurrence. EVOLUTIO shall be informed of the measures adopted and may require reasonable additional measures where those applied are insufficient.
7. Only persons whose involvement is necessary for performance of the Order may access the affected data, systems, files, media and resources. Access must be limited to what is strictly necessary in accordance with the principle of least privilege.
8. The Supplier shall maintain an up-to-date map or list of users, profiles and permissions specifying which users have access to which protected resources and the type of access permitted. EVOLUTIO may request a description of the assignments made where necessary to verify compliance.
9. The Supplier shall implement user-authentication mechanisms that securely verify the identity of persons accessing systems, data or resources, in order to prevent impersonation and unauthorised access.
10. The Supplier shall adopt measures to ensure secure authentication processes, including strong-password policies, secure credential management, individual user assignment and periodic access reviews. Multi-factor authentication shall be used where required by the risk.
11. The Supplier shall implement logical-access-control mechanisms ensuring that users access only authorised resources and only with approved permissions. Only authorised persons may grant, modify, review or revoke access.
12. All media containing personal data, confidential information or information belonging to EVOLUTIO or its customers must be inventoried and identified so that their location, content, owner and level of sensitivity or confidentiality are known.

13. The Supplier shall adopt appropriate physical-security measures to protect media and documents containing personal data or confidential information, ensuring their availability and preventing unauthorised access, loss, theft, damage or tampering.
14. Any exchange of media or documentation containing personal data or confidential information between EVOLUTIO and the Supplier shall be carried out using appropriate measures to protect the integrity, confidentiality and availability of the information during transport or transmission.
15. The Supplier shall not move media, documents or information containing personal data or confidential information outside the premises or environments designated for their processing or storage without EVOLUTIO's prior knowledge and authorisation, unless the movement is essential for performance of the Order and is carried out with appropriate safeguards.
16. Any removal, sending or transmission of media, documents or information containing personal data or confidential information, including information incorporated into emails, collaboration tools or digital repositories, must be carried out through secure channels and in accordance with EVOLUTIO's instructions.
17. The Supplier shall establish procedures for making backups at a frequency appropriate to the risk and, unless otherwise agreed, at least weekly for data or systems whose loss could affect EVOLUTIO or its customers.
18. The Supplier shall establish data-recovery procedures that ensure, to the extent reasonably possible, reconstruction of the data to the state it was in before the loss, destruction, corruption or unavailability occurred.
19. The Supplier shall periodically, and at least every six (6) months where required by the risk, verify the proper definition, operation and application of backup and data-recovery procedures.
20. The Supplier shall not use the data, information, systems or resources of EVOLUTIO or its customers for purposes other than performance of the Order, nor disclose them to third parties without EVOLUTIO's prior written authorisation or an applicable legal basis.
21. The Supplier must document the measures implemented and retain sufficient evidence of compliance, making it available to EVOLUTIO upon reasonable request.

ANNEX 5. INDIVIDUAL CONFIDENTIALITY UNDERTAKING

I, _____, holder of ID/passport number _____, as an employee or collaborator of the Supplier _____ assigned to Order _____, give this undertaking to EVOLUTIO.

I shall keep strictly confidential all information, data, processes, systems, tools, credentials, technical, commercial, financial or legal documents, and information concerning EVOLUTIO's customers or personnel to which I gain access through the service, whether or not marked confidential.

I shall use that information only for authorised tasks. I shall not access computers, applications or databases without authorisation, or copy, process, transfer, erase or disclose information outside the instructions received and the needs of the service.

I shall apply the security measures communicated to me, protect individually assigned credentials and promptly report any loss, unauthorised access or incident. At the end of my involvement I shall return or delete information and media in accordance with EVOLUTIO's and the Supplier's instructions.

This undertaking shall continue after I leave or the Order ends for as long as the information remains confidential, without prejudice to applicable statutory obligations. The Supplier remains responsible for its personnel and collaborators under the GPC.

Place and date: _____ Signature: _____

ANNEX 6. OCCUPATIONAL HEALTH AND SAFETY

Scope and preventive policy

This Annex applies to Suppliers, their group companies and subcontractors providing goods or services to EVOLUTIO or its customers. EVOLUTIO gives priority to preventing injury and illness and expects the Supplier to integrate prevention at all management levels, comply with applicable law, involve and train its workers, support the right to stop unsafe work and promote continuous improvement. The Supplier shall maintain suitable management arrangements and conduct periodic, including annual where appropriate, internal or external reviews of its preventive performance.

Contractual requirements

The Supplier shall comply with occupational risk prevention law, including Law 31/1995 and its implementing rules, and demonstrate compliance on request throughout the Order. It shall maintain a prevention plan, updated risk assessments and preventive planning appropriate to the service; ensure the health and safety of its personnel, subcontractors and self-employed workers under its responsibility; comply with coordination duties under Article 24 of Law 31/1995 and Royal Decree 171/2004; and provide preventive resources where legally required.

The Supplier shall flow down equivalent obligations to subcontractors, allocate adequate staff and resources, and appoint and notify EVOLUTIO of a preventive contact and its prevention-organisation arrangements and relevant changes. It shall use EVOLUTIO's or its customer's CAE platform to provide evidence of risk assessments, employee instructions and emergency information, training, occupational fitness where lawfully required, personal protective equipment and conformity, inspection and maintenance of equipment, including Royal Decree 1215/1997 where applicable.

To the extent permitted by mandatory law, the Supplier shall hold EVOLUTIO harmless from economic loss or expense resulting from the Supplier's failure to meet its own occupational health and safety obligations. Each party remains responsible for duties imposed on it by law.

Incident reporting and investigation

The Supplier shall report accidents, incidents presenting serious and imminent danger and near misses that could have caused personal or environmental harm to PeopleWellness@evolutio.com. Incidents without harm shall be reported within three (3) days. Accidents involving personal injury or third-party harm shall be reported immediately by telephone through the designated responsible persons and by email within twenty-four (24) hours.

The Supplier shall investigate incidents without harm and provide a report within fifteen (15) days. For accidents it shall send an initial account of direct causes within twenty-four (24) hours and a final investigation report within fifteen (15) days.

ANNEX 7. ENVIRONMENTAL IMPACT AND CLIMATE CHANGE

Environmental management

EVOLUTIO seeks to prevent pollution and minimise the environmental effects of its activities under an environmental management system supporting ISO 14001. Suppliers are encouraged to obtain ISO 14001 certification and must meet an environmental management standard proportionate to their risk. Waste contractors, goods suppliers and service providers may be subject to different requirements.

EVOLUTIO aims for purchased plastic packaging to be reusable, recyclable or compostable. The Supplier shall work to eliminate single-use plastic and use recyclable or compostable alternatives where practicable. It shall maintain a climate policy, monitor or plan to monitor its carbon footprint, publish information about it and demonstrate continuous improvement, and set challenging emission-reduction objectives and report progress. It shall promote these commitments in its supply chain and, when providing a replacement product, seek improved energy efficiency or reduced environmental impact. ISO 14001 certification shall apply where the Order expressly requires it.

Electrical and electronic equipment

Where the Order covers electrical or electronic equipment within the scope of applicable waste rules, including Directive 2012/19/EU and Royal Decree 110/2015 where relevant, the Supplier shall perform the obligations attributable to it and explain to EVOLUTIO any obligations legally retained by EVOLUTIO and how the Supplier can carry them out on EVOLUTIO's behalf. At its own cost and responsibility, the Supplier shall arrange applicable collection, treatment, recycling and disposal, including any required reporting or records.

ANNEX 8. BUSINESS MANAGEMENT SYSTEMS

Where specified in the Order, the Supplier shall maintain a management system appropriate to its industry, be certified to or aligned with the applicable minimum requirements and reference standards, ensure relevant compliance throughout its supply chain and maintain the required certification or alignment throughout the Order without additional cost to EVOLUTIO. Formal certification shall be issued by an appropriately accredited certification body.

Minimum requirement for goods, software and services where specified: ISO 9001. Reference standards, where relevant and specified: ISO 14001 for environmental management; ISO 45001 for occupational health and safety; ISO 27001 for information security; ISO 20000 for IT service management; ISO 22301 for business continuity; ISO 26000 for social responsibility; TL 9000 for telecommunications quality management; CMMI for software development; and the Spanish National Security Framework (ENS).

ANNEX 9. SUPPLEMENTARY SUPPLIER SECURITY STANDARD

Purpose, scope and responsibility

This standard and related documents are EVOLUTIO's property and must not be shared externally without its prior written authorisation. It establishes additional controls to protect the confidentiality, integrity and availability of information and systems. It applies to a third party working for or on behalf of EVOLUTIO that encounters information generated, processed, stored or distributed by EVOLUTIO. Any change to the standard shall follow the agreed consultation process.

The Supplier shall ensure that all personnel involved in service delivery understand and meet the relevant requirements. EVOLUTIO's supplier managers shall oversee compliance and work with the Supplier on improvements and mitigation of deficiencies.

Governance and incident management

The Supplier shall maintain approved and communicated information and cyber-security policies, a security strategy, arrangements to manage applicable legal and privacy requirements, and documented risk governance. It shall designate a sufficiently senior information-security lead, a specialist security function and a senior forum or equivalent that meets regularly. Accountable owners shall be assigned to critical environments, information and systems. The Supplier shall notify EVOLUTIO in writing of a merger, acquisition or change of ownership.

Its incident framework shall define personnel roles, response sequence, reporting criteria, impact assessment, containment and mitigation, appropriate forensic work and lessons learned. Contacts for EVOLUTIO shall be documented and communicated, and the Supplier shall cooperate fully in an incident, subject to the notification deadlines elsewhere in the GPC.

Change management and threat assessment

IT changes shall be authorised, recorded and tested before implementation, with rollback for failed changes and controlled emergency updates. Changes shall be reflected in production and disaster-recovery environments. The Supplier shall immediately notify EVOLUTIO of material service or access changes, including firewall, NAT or access configurations. Maintenance, including remote maintenance, shall use approved and controlled tools and be authorised and logged.

The Supplier shall continuously assess asset vulnerabilities, internal and external threats, data sensitivity, business impact, likelihood and risk. Its risk-management framework shall have appropriate senior approval. Identified risks shall be prioritised and mitigated within an agreed timetable; the Supplier shall inform EVOLUTIO when it cannot remedy a risk.

Identity, access and asset management

Connectivity to EVOLUTIO shall be limited to the minimum necessary. Available access methods include a supplier-access portal, restricted network connection and, only with business justification and approval, an EVOLUTIO-managed laptop with VPN. Access rights shall be granted, reactivated, changed or removed only with documented authorisation. Dormant accounts and accounts of departed personnel shall be disabled and then deleted. Access shall be reviewed periodically and privileged accounts revalidated at least every ninety (90) days. EVOLUTIO shall be informed when an individual no longer needs access.

Remote access shall be approved and secure, with multifactor authentication where appropriate. Permissions shall follow least privilege and segregation of duties. Transactions must be attributable to an identifiable person; shared credentials require compensating controls. Authentication and credential storage shall match the transaction risk.

The Supplier shall maintain an information-asset inventory, test its completeness and accuracy at least annually, and include physical systems, software and external information systems. Assets shall be prioritised by classification, criticality and business value; organisational, supplier and external data flows shall be mapped.

Data protection, cryptography and leakage prevention

The Supplier shall classify and handle information under documented rules, protect it according to its classification and ensure personnel use EVOLUTIO information only for the purpose for which it was supplied. Where risk requires encryption, data shall be protected in transit and at rest and cryptographic keys managed to recognised security standards such as NIST. Strong, industry-standard encryption and cipher suites shall be used, for example AES-256 and TLS 1.2 or a more secure version; SSL shall not be used, and self-signed certificates shall not be used in production. Certificates shall be managed by a recognised certification authority.

Data-loss prevention shall cover email, web and cloud gateways, portable and USB or optical media, mobile and personal devices and remote access. Removable media shall be disabled by default and enabled only for a legitimate business reason; data on such media shall be encrypted according to risk. Unauthorised devices shall not connect to the Supplier's or EVOLUTIO's networks or access non-public information. If payment-card data is processed, the Supplier shall meet applicable PCI DSS requirements.

Cloud technology and non-public data stored in the cloud shall be approved and subject to appropriate controls, including EVOLUTIO's applicable external-hosting requirements. The Supplier shall govern social-media use and prohibit unauthorised disclosure of non-public information, misuse of logos, abusive content about EVOLUTIO or its customers and statements that could be understood as official without authorisation.

Configuration, development and malware protection

The Supplier shall securely configure its own systems and those supplied to EVOLUTIO using minimum functionality, authorised software, consistent time settings, malware prevention and integrity monitoring. The controls shall cover relevant email, DNS, network, server and web systems.

Development shall follow recognised secure practices, including OWASP where applicable. Source code shall be securely stored, quality checked and protected against unauthorised changes after testing and release. Where escrow is required, the parties shall use an independent reputable agent, keep source code and supporting materials current and secure, and define release conditions, reviews and payments. Up-to-date anti-malware controls shall be deployed across relevant IT assets.

Vulnerability and network security

The Supplier shall maintain a vulnerability-management process with defined responsibilities, appropriate detection and scanning tools, routine checks of critical assets, unauthorised connections and applications and network activity, and a process for internal and external vulnerability disclosures. Only authorised tools and users may operate; identified vulnerabilities shall be mitigated or formally accepted as risks. Security patches shall be applied promptly or suitable compensating measures used. At least annually an independent penetration test or security assessment shall cover infrastructure, applications and disaster-recovery sites used for the service.

Production and non-production environments and duties shall be segregated. Production data shall not be used for testing without the data owner's agreement and production-equivalent controls. External network connections shall be documented, firewall-controlled, reviewed and approved. Network segmentation and design shall be reviewed at least annually. Wireless access shall use appropriate authorisation, authentication, segmentation and encryption. Critical systems shall be protected against DoS and DDoS attacks.

Monitoring, training and verification

Key systems and applications shall log significant events, including privileged access and personnel activity, and retain logs for at least twelve (12) months. An independent function shall review logs for unauthorised activity;

exceptions shall be investigated to closure. Logs from different sources shall be correlated and stored securely against tampering, with defined alert thresholds.

All users shall receive cyber-security awareness training within one (1) month of joining and at least annually, adapted where relevant to privileged users, third parties, senior executives and security personnel. Understanding of the training shall be tested.

EVOLUTIO may inspect the control environment for the services at least annually or immediately following an incident. The Supplier shall bear the cost of remediating weaknesses it identifies. EVOLUTIO may measure compliance using audit reports, technical tools and other evidence. Exceptions require approval under EVOLUTIO's security-policy exception procedure.

ACCEPTANCE BY THE SUPPLIER

The Supplier acknowledges receipt of and accepts these General Purchasing Terms and Conditions, including Annexes 1 to 9 to the extent applicable to the Order. The parties shall identify in each Order the specifically applicable annexes and their particulars.

SUPPLIER'S CORPORATE NAME:	
DATE:	
SIGNATURE:	
FULL NAME:	
ID / TAX ID:	
POSITION:	
ADDRESS:	
MOBILE PHONE:	
EMAIL ADDRESS:	
TAX IDENTIFICATION NUMBER (NIF):	