

### 1. SUBJECTIVE SCOPE OF APPLICATION

These Standard Contract Conditions apply to all the Contracts entered into by the companies belonging to the Energy Division of the Acciona Group, either with other Group companies or third parties.

### 2. OBJECTIVE SCOPE OF APPLICATION

These Standard Contract Conditions apply to purchase, supply, deposit, transport, leasing of goods and services Contracts, as well as all other non-regulated agreements between the companies subject to the scope of application established in Condition 1, under German Civil, Commercial and General Law.

### 3. CONTRACT DOCUMENTS

The contractual relationships subject to these Standard Contract Conditions shall be governed by (i) the Contractual Offer, whatever its name (Order, Offer to Contract, Purchase Order, Order to Proceed etc...) duly signed by the Contractor, expressly accepted by the same and (ii) the Specific Conditions, if agreed; and (iii) these Standard Contract Conditions in full or as applicable to the nature of the relevant Contract (jointly referred to as the "Contract").

In the event of a contradiction or difference in meaning between the provisions of these Standard Contract Conditions and the Specific Conditions, as the case may be, Specific Conditions shall prevail over Standard Contract Conditions. In all cases, the Conditions must be accepted by the Contractor.

### 4. FINANCIAL REGIME

#### 4.1. PRICE

The price includes all the items identified in the Offer, excluding taxes.

The resulting price shall be increased by applicable rate of Value Added Tax (VAT).

#### 4.2. INVOICING

The Contractor shall issue an invoice for the goods delivered or services provided, in accordance with the agreed payment milestones or, in default thereof, a sole invoice in single transaction contracts and on a monthly basis in continuing obligation (*Dauerschuldverhältnis*) contracts, with payment due on the 25<sup>th</sup> day of the month following that of the invoice date but no later than the maximum statutory term.

The Contractor shall indicate the Value Added Tax (VAT) quota separately on the invoice, stating the type of tax applied.

Before issuing an invoice, the Contractor shall provide certification of the units of work completed with the relevant measures; or a pro forma invoice for the goods delivered or services rendered during the invoiced period, for approval by the Contracting Party, which shall provide an "Order Number" and "Receipt Number", accordingly.

To proceed with payment, the invoice must indicate the order number and receipt number provided by the Contracting Party for such purpose.

#### 4.3. PAYMENT

Payment shall be made by bank transfer ordered on the due date to the account indicated accordingly by the Contractor in the e-Procure system, in the terms established in Standard Contract Condition 25, the Contractor being responsible for all the fees, commission and withholdings that may be applicable.

#### 4.4. DEFAULT INTEREST

In the event of a delay in payment of the amounts invoiced, the Contractor may require the

Contracting Party to pay interest resulting from the application of the statutory default interest rate for the period of time from the time of default of payment of the invoice (*Zahlungsverzug*) until the effective date of payment.

#### 4.5. PRICE REVIEW

A review of the Contract price, be it periodical or not, shall only take place when expressly agreed in the Specific Conditions. In such case, the review mechanism applicable shall be the variation rate of the applicable current consumer price index for energy in Germany ("*Verbraucherpreisindex Energie*"), or whatever index that may replace it in the future.

#### 4.6. ASSIGNMENT OF CREDIT

The assignment of claims of the Contractor against the Contracting Party to third parties is excluded. The provision of § 354 a HGB [*German Commercial Code*] remains unaffected. If the assignment takes place contrary to the Contract, the payment to the Contractor shall be deemed to have as proper payment performance.

#### 5. CONTRACT DURATION

The duration of the Contract shall be determined expressly by the Parties in the Specific Conditions. In the absence of agreement, on-going performance contracts shall have a duration of one year. Upon expiry of the initial term, the contract shall be subject to successive extensions of one (1) year, provided neither party expresses its intention not to renew with at least two (2) months' notice prior to the expiry of the initial term or that of any extension.

#### 6. PLACE OF DELIVERY OF GOODS AND/OR PROVIDING OF SERVICES

The place of delivery of goods or providing of services under the Contract shall be the place specifically stated in the Contract. Unless agreed otherwise, delivery shall take place on a business day and during working hours.

The Contracting Party, as the case may be, shall provide the Contractor with an area within the facilities for storage of all consumables, spare parts, tools and other equipment, if required by the Contractor to render the services.

The Contracting Party shall enable access to its facilities to the Contractor personnel appointed to render the services, when such services are required on site.

The working days and timetables to be observed by the Contractor's personnel appointed to perform the Contract shall be determined by the Contractor in accordance with applicable labour and collective bargaining regulations, however adjusted to the needs resulting from the operations and access to the facilities owned by the Contracting Party.

#### 7. TERM

The term for the delivery of goods or providing of services subject to the Contract shall be the term specified in the Purchase Order.

In the event of failure to comply with the term for reasons attributable to the Contractor, the Contracting Party shall be entitled to apply the penalties set forth in the Specific Conditions. In default thereof, a weekly penalty shall apply of 2.5% of the price of the goods or services delayed, up to a maximum of 10% of the total price of the goods or services contracted, unless the Contractor is not responsible for the delay in performance.

#### 8. ORGANIZATION OF MEANS REQUIRED TO PERFORM THE SERVICES

The Contractor shall be responsible for all the material and human resources required to perform the Contract, notwithstanding those that must be contributed by the Contracting Party according to the Specific Conditions, as the case may be.

All machinery, tools, utensils, equipment and materials used to perform the Contract shall comply with safety regulations.

The Contractor shall not deliver goods nor use products to perform the Contract that do not comply with the regulations applicable in an EU Market.

The materials required to provide services must be of top quality, inalterable and comply with applicable quality standard regulations.

The Contractor shall have the necessary machinery, utensils and materials on site to perform the work on time, with efficient maintenance and repair services.

In the case of project work contracts, the Contractor shall be responsible for all the implementation installations: warehouses, workshops, offices, changing rooms, rest rooms, medical service, etc.

The Contractor shall provide the personal protective equipment (PPE) required to perform the work.

The Contractor undertakes to maintain the personnel assigned to the services belonging to its organisation as employees during the term of the Contract, with the exception of the cases of: (i) unilateral withdrawal by the worker and (ii) dismissal on disciplinary grounds.

The Contracting Party receiving the services reserves the right to request that the Contractor replace any employee assigned to perform the services contracted, in the event it considers that said employee does not have the required professional qualifications to correctly perform the services or whose conduct is inappropriate, in which case the Contractor shall be obliged to substitute the employee with another qualified and suitable employee.

The Contracting Party and the Contractor shall both appoint liaisons to act as the only representatives for communications purposes in

all matters related to the providing of services and, therefore, it shall be the Contractor's liaison that gives the relevant instructions to its employees assigned to provide the services subject to the Contract.

The Contractor shall comply with all legal obligations, including but not limited to the provisions of the German Minimum Wage Act (*Deutsches Mindestlohngesetz*). The Contractor shall be fully in charge of the management and organisation of the personnel it assigns to perform the services and shall comply with all labour, Social Security and Health and Safety in the Workplace regulations. The Contracting Party may request from time to time the documentation that certifies such compliance. Failure to certify compliance with such obligations shall be deemed as grounds for termination of the contractual relationship. The personnel shall report exclusively, for all effects and purposes, to the Contractor and shall be under its sole management, control and organisation. The Contractor warrants that it shall keep the Contracting Party completely harmless from any claim based on its employer obligations and fully assumes all liability with respect to Courts of Law, Public Administration and its employees.

In the performing of services, all third parties shall act as the Contractor and not as agents or representatives of the Contractor.

#### 9. OUT-OF-SCOPE/EXTRA SERVICES

Performance of Out-of-scope/Extra Services, shall not take place without the prior written consent of the Contracting Party's authorised representative.

During the performance of Out-of-scope/Extra Services,, as the case may be, the Contractor shall provide the Contracting Party's authorised representative with a Report showing the hours worked, the materials used and the units of work or service involved. The items shall be reviewed

by the Contracting Party's authorised representative and included in the certifications or formalities to be issued by the Contractor prior to the invoice, pursuant to Condition 4.2.

The hourly rates used for Out-of-Scope/Extra Services shall be invoiced according to the rates agreed by the Parties and set forth in the Specific Conditions. The prices of the materials shall be deemed as included in the rates, unless the Contracting Party and Contractor have expressly agreed otherwise and the Contracting Party's order states that the materials will be invoiced separately.

#### 10. WARRANTIES

With regard to the warranty, the statutory provisions (§ 434 et seq. BGB [German Civil Code], § 377 HGB [German Commercial Code]) shall apply in full, unless otherwise provided for in this Clause 10.

##### 10.1. QUALITY WARRANTY

The Contractor warrants that the goods delivered and/or services provided and/or work performed under this Contract is/are free of non-visible or latent defects and/or hidden defects, according to technical engineering and other applicable regulations.

The Contractor shall be responsible for ensuring the remedy of the defects that appear during the services provided, work performed or delivery of goods as soon as possible, which shall be agreed with the Contracting Party. In the event the Contractor is unable to repair the defects in the agreed time or refuses to do so, the Contracting Party reserves the right to repair said defects itself or using third party contractors. If damages are to be compensated due to warranty, the Contractor shall be liable in accordance with the liability stipulated in Condition 11.

##### 10.2. DOCUMENTATION WARRANTY

The Contractor warrants that all the documentation provided to the Contracting Party in accordance with the requirements of this Contract is correct and complete. The Contractor also warrants that all such documentation has been prepared in accordance with the codes and regulations pursuant to the Contract and applicable legislation, as well as all the required permits, licenses and authorisation, which shall be notified by the Contracting Party to the Contractor prior to the signing of the Contract.

In addition, the Contractor warrants that it shall keep the Contracting Party harmless from all infringements of the Intellectual or Industrial Property rights belonging to third parties.

The warranty period is three years. In the cases of §§ 438 para. 1 No. 1 and 2, 438 para. 3, 634 a para. 1 No. 2 and 3, 634 a para. 3 BGB [German Civil Code]), the limitation period provided for therein shall apply. A longer limitation period may also apply in the case of separate warranties, if agreed.

#### 11. LIABILITY

Contractors of work shall be liable for all damages caused during the performance of the work, or as a result thereof and the Contracting Party shall be kept completely harmless, both in the event the Contracting Party or a third party is the damaged party. The statutory provisions shall apply in full.

In particular, the Contractor is obliged under the statutory conditions to keep the Contracting Party harmless from all possible claims that may be filed against the Owner by the Contractor's employees, subcontractors or suppliers. In the event of legal action taken against the Owner for direct or vicarious liability, the Contractor shall be liable not only for the compensation of damages payable, but also for the court costs. Similarly, the Contractor is obliged to keep the Contracting Party harmless against any penalty proceedings that may be initiated for an administrative infringement or in any judicial proceedings before a court of law resulting from acts performed under this Contract. The Contractor shall

therefore be liable for all the damages incurred by the Contracting Party as a result or consequence of said administrative or judicial proceedings.

The Contractor shall also be liable for all the damages caused in providing services or as a result or consequence thereof and shall keep the Contracting Party harmless both in the case the damaged party is the Contracting Party or a third party.

These provisions shall also be applicable to the delivery of goods.

## 12. FORCE MAJEURE

Force Majeure shall be deemed to exist in the event of unforeseen unavoidable events for which the Contractor is not responsible (e.g. pandemics, war or strikes). Force Majeure will relieve the Contractor of its duty to effect performance for the duration of the disturbance. The Contractor will within reasonable bounds, within 5 days at the latest provide the Contracting Party with the information necessary in this context and adapt its obligations to the change in circumstances in good faith.

The term for providing the services shall be extended for the same number of effective days of the force majeure and its consequences, without said extension being considered as a delay in performance and therefore no penalty whatsoever shall be applicable. In the event of a delay in delivery due to Force Majeure, the Contracting Party may, without any obligation to make a compensation payment, withdraw the Contract or, in the case of a continuing obligation (*Dauerschuldverhältnis*), terminate the contract without notice if the delivery period has been exceeded and either (i) it is not foreseeable when the Contractor will resume performance or (ii) the Contractor will resume performance in full only after 30 days after the delivery period has been exceeded, unless it is reasonable for the Contracting Party to wait or (iii) it is not

reasonable for the Contracting Party to wait any longer.

However, Force Majeure, including in the event of pandemics or war, and thus no culpable action on the part of the Contractor, shall only be deemed to exist if the Contractor is factually prevented from providing the service temporarily or permanently through no fault of its own. The Contractor is only prevented from providing the service through no fault of its own if the Contractor has simultaneously or previously used all reasonable and appropriate means to ensure its own performance. Therefore the Contractor must ensure that outside influences over which it has no control, such as a pandemic or war, will have as little impact as possible on its own operational processes and on agreed performance deadlines. The Contractor must, in particular, in advance take special care to seek alternative means of procuring materials, resources and means of transport in good time – even at extra cost. The Contractor must also take appropriate measures to ensure that its own output and operating ability are maintained as comprehensively as possible.

## 13. INSURANCE

Notwithstanding the liability established in this Contract, the Contractor shall take out and maintain the following insurance policies for the term of the Contract:

- (i) Third Party Liability (general, employer, cross, product and post-work liability), up to a limit per claim of €1,000,000, with a sublimit of €450,000 per victim admitted under an employer liability claim.
- (ii) Third Party Liability for all vehicles used to perform services and that are subject to the Third Party Liability Act and Motor Vehicle Traffic Insurance.
- (iii) All other insurance that may be legally required during the term of the Contract.

The Contractor shall maintain the relevant Policies in force for the term of the Contract and

certify the fact whenever so requested by the Contracting Party.

All insurance policies shall be taken out with reputable companies.

The policies must be taken out with the coverage, franchises and other market conditions in the relevant sector.

Each party shall take out and maintain the insurance policies required under applicable law and best professional practice, as well as those required specifically according to the Offer signed as accepted.

14. CONTRACTOR TAX OBLIGATIONS

The Contractor undertakes to timely comply with its tax obligations with regard to payments and withholdings from employees, professionals and other entrepreneurs for the work performed or services provided that are subject to this Contract. At the request of the Contracting Party, the Contractor shall obtain and submit the specific clearance statement certifying that it has complied with all its tax obligations, issued for such purpose by the Tax Authorities (*Steuerbescheinigung*).

15. ENVIRONMENTAL OBLIGATIONS

The Contractor shall comply with all the environmental regulations applicable in relation to the production and management of waste, dumping, atmospheric emissions, noise and prevention of soil contamination. It shall also be responsible, as the case may be, for compliance with all regulations governing the use and storage of chemical products in work areas and shall assume responsibility for failure to comply with its environmental obligations.

The Contractor, if applicable, shall comply with the provisions set forth in the mandatory administrative environmental permits (including but not limited to the Environmental Impact Declaration (*Umweltverträglichkeitserklärung*, – “DIA”), Integrated Environmental Authorisation (*Umweltgenehmigung* – “AAU”) and the

operating conditions, including, amongst others, the limits on emissions and dumping established under the premises business licence or other specific permits relating to the work to be performed or the services to be provided.

The Contractor, if applicable, shall immediately provide the Contracting Party with information on all environmental incidents and/or accidents in which its employees or those of a third party subcontracted to perform the Contract are involved or affected. Similarly, the Contractor shall prepare a Report signed by the senior person in charge of the Contract, as soon as possible, with the following content:

- (i) A detailed description of the incident and/or accident.
- (ii) An organization chart of the subcontractors involved.
- (iii) Identification details of the employees performing the Contract involved in the incident and/or accident.
- (iv) A description and appraisal, as the case may be, of the damages environmental detriment caused.
- (v) A cause directory.
- (vi) Measures to be taken to limit the damages and/or environmental detriment caused, as well as to avoid repetition.

The Contracting Party may call upon the Contractor and, if applicable, the subcontractors, as many times considered necessary to provide an adequate explanation of the incidents and/or accidents that take place, as well as the measures proposed to limit the damages and/or detriment and avoid repetition thereof. At all meetings called by the Contracting Party in this regard, the Contractor shall be represented by the person appointed for such purpose in the Contract and the senior person in charge of environmental issues.

The Contractor warrants that the Contracting Party shall be kept harmless in any penalty proceedings that may be initiated as a result of an administrative infringement or any judicial

All printed or computer copies of this document not hosted in ACCIONA systems are considered NON-CONTROLLED. (Except copies explicitly stamped as CONTROLLED COPY)

proceedings in any jurisdiction, as a result of acts performed under the Contract. Accordingly, the Contractor shall hold the Contracting Party harmless from all damages incurred as a result or consequence of said administrative and/or judicial proceedings.

If required, the Contracting Party shall provide the Contractor with a Construction Waste Study, on the basis of which the Contractor shall prepare and submit to the Contracting Party a Construction Waste Management Plan that indicates the manner in which the construction waste will be managed during the performance of the work, undertaking, if required, to provide the Contracting Party with documents certifying correct management and assuming responsibility for the costs resulting therefrom. Said Management Plan must be accepted by the Contracting Party by means of a certificate passing the Waste Management Plan, signed by both parties.

#### 16. OBLIGATIONS RELATING TO SOCIAL SECURITY AND HEALTH AND SAFETY IN THE WORKPLACE

The Contractor undertakes to comply with all applicable health and safety requirements and ensure that its subcontractors also comply with current legislation.

The Contractor warrants that it shall keep the Contracting Party harmless in the event of any breach of health and safety regulations by any of its workers, subcontractors, employees thereof or persons under their control and organisation.

The person in charge of services on behalf of the Contractor shall also be in charge of health and safety and therefore the main liaison in this regard, taking part in the relevant activities carried out, including meetings to coordinate safety inspections. This provision shall also apply in the event the person in charge of services on behalf of the Contractor is subcontracted or an independent third party.

The Contractor also undertakes to:

- (i) Prepare and submit a duly signed Safety Plan to the Owner, which shall include the measures to be taken to minimise the risks resulting from the foreseen work.
- (ii) Observe and ensure compliance with the Safety Plan.
- (iii) Provide for a duly completed Registry of Safety Incidents on site.
- (iv) Actively collaborate with the Contracting Party and all other contractors in the activities and action carried out with the aim of improving health and safety conditions.
- (v) Comply and ensure compliance by all the persons and companies under its charge with the health and safety measures indicated by the Contracting Party, either verbally or by any other means. Adopt the necessary measures and controls to reduce risks and improve health and safety conditions before and during the performance of work, at all times complying with applicable legal regulations.
- (vi) Provide the necessary training to its employees, in accordance with current legislation and the type of work performed. In addition, to guarantee that all types of workers under its control and organisation also receive such training.
- (vii) Appoint prevention resources whenever the work requires.
- (viii) Comply with the requirements set forth in applicable regulations relating to special work requiring additional training of workers, administrative authorisation, specific certification, etc.
- (ix) Ensure that worker safety is ensured in accordance with the provisions set forth in current legislation, providing for medical check-ups and ensuring that subcontractors comply with the same obligation with their workers.
- (x) Supply its employees with personal protective equipment, tools and means that are suitable to the work and ensure that subcontractors comply with the same obligation with their workers.

- (xi) Ensure said equipment is maintained in accordance with current regulations.
- (xii) Make available a medical kit suited to the type of work contracted, as well as personnel trained in first-aid, whenever so requested by the Contracting Party.

The Contractor shall provide the Contracting Party with the following information through the person designated accordingly in compliance with all applicable provisions of data protection law:

- Notification of the incorporation of a (involved in the performance of the Contract) new worker or new subcontractor company, with due notice.
- Any type of information relating to workers or companies under its responsibility that the Contracting Party considers to be related to health and safety, such as safety training, providing of protective equipment, medical check-ups, authorisation for special jobs, etc.
- Any type of information relating to work teams and machinery that the Contracting Party considers relevant.
- Data and indexes relating to accidents, with the rates and in the format indicated by the Contracting Party and calculated according to the Contracting Party's standards. This information may refer to the Contractor or any subcontracted company.
- Immediate information on accidents involving dependent workers or subcontracted companies. A report signed by the person in charge of the project shall subsequently be sent, with details on at the least the following points:
  - ✓ Description of the event.
  - ✓ Organization chart of contracted companies in the event subcontractors are involved.
  - ✓ Details of the persons involved and injuries sustained, if any.
  - ✓ Tree of cause.
  - ✓ Measures to be taken and the dates and persons in charge of ensuring that that the event is not repeated.

- ✓ The Contracting Party may take part in the investigations of incidents.
- ✓ The Contracting Party may call as many meetings as it deems fit in relation to the incident, to which the Contractor's person in charge of services will be obliged to attend.
- ✓ At such meetings, said person in charge shall be responsible for explaining the circumstances, causes, measures taken to prevent the incident happening again and shall be the person that replies to all the questions asked by the Contracting Party. In addition, if the Contracting Party so requests, the line manager of the aforementioned person in charge shall attend the meeting, even if not directly involved in the providing of the services.
- ✓ The Contracting Party may also call as many meetings with subcontractors that it deems fit and said meeting shall be attended by at least the persons in charge of services by such companies.
- Immediate information on the incidents of which it becomes aware, even if dependent or subcontracted workers are not involved.

The Contracting Party shall be entitled to:

- Perform inspections aimed at verifying compliance with health and safety regulations at any time and any place.
- Suspend work in the event it detects the existence of a serious and imminent risk to personal health and safety or a breach of safety measures.
- Restrict or temporarily or definitively suspend access to the installations by persons, equipment or vehicles that do not comply with applicable health and safety legislation or the Contracting Party's health and safety regulations.

17. FAILURE TO COMPLY WITH OCCUPATIONAL RISK PREVENTION REGULATIONS

The parties agree that compliance with the established health and safety provisions and all other occupational risk prevention measures constitutes an essential obligation under this Contract and they have therefore established degrees of the breach of said obligations and the relevant penalties:

1. The parties agree that the following conduct shall be considered as a minor breach of health and safety regulations:

- (i) Any breach of safety regulations, work instructions or any safety rule that may give rise to a moderate risk, pursuant to the current Edition of the Occupational Risk Assessment Guidelines (*Handbuch Gefährdungsbeurteilung*) published by the National Institute of Health and Safety in the Workplace (*Bundesanstalt für Arbeitsschutz und Arbeitsmedizin, hereinafter, GERL*).
- (ii) Inappropriate use of machinery or tools that involves a moderate risk pursuant to the *GERL*.
- (iii) Failure to use suitable personal protective equipment in situations of exposure to a moderate risk, pursuant to the *GERL*.
- (iv) Use of non-certified or incorrectly installed scaffolding.
- (v) Failure to provide the information established under the Contract when requested by the Contracting Party in relation to the health and safety of employees or those of subcontractors.
- (vi) Breach by the person in charge of performance of his/her obligations as the head of safety.

2. The parties agree that the following conduct shall be considered as a serious breach of health and safety regulations:

- (i) Repeated conduct classified as a minor breach.
- (ii) Inappropriate use of machinery or tools that involves a major risk pursuant to the *GERL*.

(iii) Failure to use suitable personal protective equipment in situations of exposure to a major risk, pursuant to the *GERL*.

(iv) Any breach of prevention provisions, work instructions or safety regulations that implies a major risk pursuant to the *GERL*.

(v) Use of machinery or tools without the applicable certification.

(vi) Failure to report an accident or incident, or submit an investigation report.

3. The parties agree that the following conduct shall be considered as a very serious breach of health and safety regulations:

(i) Repeated conduct classified as a serious breach.

(ii) Inappropriate use of machinery or tools that involves an intolerable risk pursuant to the *GERL*.

(iii) Failure to use suitable personal protective equipment in situations of exposure to an intolerable risk, pursuant to the *GERL*. This expressly includes:

- ✓ The performance of above ground work without suitable protection (use of harnesses and fall arrest systems, perimeter handrails on roofs, amongst others).
- ✓ The performance of work with a risk of electrocution, without observing the 5 golden rules or voltage work without the Contracting Party's permission.
- ✓ Any breach of prevention provisions, work instructions or safety regulations that implies a very serious risk.

Unless the Contractor is not responsible for the breach, for every breach considered as minor in section 1 of this clause, provided the relevant proof has been obtained, the Contracting Party may:

- ✓ Apply a fine of three thousand euros (€3,000) to the Contractor.
- ✓ Require the Contractor to caution the worker/s responsible for the breach and

their line manager, either verbally or in writing.

- ✓ Require the Contractor to provide additional safety training for the worker/s and their line manager.

Unless the Contractor is not responsible for the breach, for every breach considered as serious in section 2 of this clause, provided the relevant proof has been obtained, the Contracting Party may:

- ✓ Apply a fine of six thousand euros (€6,000) to the Contractor.
- ✓ Require the Contractor to caution the worker/s responsible for the breach and their line manager, either verbally or in writing.
- ✓ Require the Contractor to provide additional safety training for the worker/s and their line manager.
- ✓ Prohibit access to the Contracting Party's facilities by the worker/s responsible for the breach, by means of written notification to the Contractor.

Unless the Contractor is not responsible for the breach, for each breach considered as very serious in section 3 of this clause, provided the relevant proof has been obtained, the Contracting Party may:

- ✓ Apply a fine of twelve thousand euros (€12,000) to the Contractor.
- ✓ Require the Contractor to provide additional prevention training for the worker/s and their line manager.
- ✓ Prohibit access to the Contracting Party's facilities by the worker/s responsible for the breach, by means of written notification to the Contractor.
- ✓ Cancel the certification of the Contractor as a supplier.

The penalties set forth in this Standard Contract Condition may be reduced in the Specific Conditions, as the case may be, according to the intrinsic risk of the activity subject to the Contract and the established amount of the penalty.

The maximum amount of accumulated penalties for breach of Contract pursuant to this Clause shall be 10 % of the net Contract price.

In the event the maximum penalty amount for breach of Contract pursuant to this Clause is reached, the Contracting Party shall be entitled to terminate the Contract early.

The Contracting Party may charge said penalties against the compensation due under the Contract, up to the amount accrued of the price of performance of the Contract that is owed to the Contractor.

## 18. INDUSTRIAL AND INTELLECTUAL PROPERTY

The Contractor warrants that it shall keep the Contracting Party harmless against all claims by third parties as a result of a breach of industrial or intellectual property rights by it.

The Industrial and/or Intellectual Property Rights to the developments or results obtained due to, or as a consequence of the performance of the Contract shall belong entirely to the Contracting Party, unless expressly established otherwise in the Specific Conditions. In the event the Contractor expressly reserves the ownership of the Industrial and/or Intellectual Property rights, the Contractor shall grant a licence to the Contracting Party for the unrestricted and exclusive use such rights free of charge.

## 19. ASSIGNMENT AND SUBCONTRACTING

Neither party shall be entitled to assign its contractual position to a third party without the prior written consent of the other party. As an exception to the above, assignment may take place to partly-owned or Group companies and include collection rights. Group companies shall be understood as those of Sections 15 et seq.

AktG [*German Stock Corporation Act*] or Section 271 HGB [*German Commercial Code*].

The Contractor may subcontract all or part of the services subject to this Contract, provided the Contracting Party is notified accordingly, which may reasonably object in the case of a conflict of interests or when it is in breach of law, in which case, the subcontracting shall not formally take place. In the case of effective subcontracting, the contractual relationship shall remain the same and the Contractor shall be solely liable to the Contracting Party for correct performance of the Contract.

## 20. TERMINATION

This Contract shall terminate in the cases set forth in applicable legislation and, in particular, in the following:

- (i) Termination of the legal personality of either party, unless the statutory provisions provide for a different legal consequence.
- (ii) Expiry of the agreed term, including all extensions thereof, as the case may be.
- (iii) Impossibility to comply with the purpose of the Contract, due to unforeseen circumstances.
- (iv) Termination at the request of either party, in the cases set forth in applicable law and, especially, in the following:
  - a) Delay in payment of the price established in the Contract as consideration for more than sixty (60) consecutive days as of the due date of payment.
  - b) Force majeure beyond the control of both parties that makes it impossible for either Party to fulfil its contractual obligations.
  - c) When the maximum limit of penalties is reached for breach of occupational risk obligations.
  - d) Breach of any legal obligation or forfeiting of the administrative permission

and/or authorisation that is mandatory in order to perform the activity subject to the Contract.

- e) Any other breach by either party of its obligations undertaken in this Contract.

Breach of contract shall not be grounds for invoking termination by the party to which said breach is attributable.

The Parties shall notify each other in writing of the termination of the Contract for causes attributable to the other Party, expressly stating the cause in the notification and without the need for any other prior notification. The date of said notification shall be considered as the date of termination of the Contract for all effects and purposes

## 21. SEVERABILITY

In the event any of the provisions of this Contract are declared null and void or subsequently invalidated by a Court of Law or arbitral award, the annulment or invalidity shall not affect the other provisions, which shall be considered valid and enforceable and remain in force.

The Parties agree to replace any provision deemed null and void or invalid with another that is valid and enforceable, according to the principles of maximum reciprocity and good faith.

## 22. PERSONAL DATA PROTECTION

Both Parties shall comply with all applicable provisions of data protection law, in particular, but not limited to, the provisions of the Federal Data Protection Act (*Bundesdatenschutzgesetz*) and the General Data Protection Regulation (*Datenschutzgrundverordnung*)

Given the nature of the legal transaction, neither Party shall have access to the other's personal data during the term thereof and neither Party

shall therefore be considered as the Data Controller. Nevertheless, if during the contractual relationship between the Parties, the need should arise for one Party to access and process personal data on behalf of the other, the Parties hereby undertake to sign a personal data access agreement that complies with the requirements imposed by the legislation in force at such time.

The signatories and contact persons appointed for the purpose of notices in this Contract are hereby notified that their personal information shall be processed for use in relation to the performance and enforcement of this Contract and the management and filing of the relevant documentation.

To achieve these purposes, computer applications shall be used, in addition to the services of other third parties that may be located outside the European Union and even in countries without a level of data protection that is comparable to that of EEA countries, thus possibly constituting an international transfer of data. In any case, said transfers shall be legitimate and covered by any guarantee mechanism established by personal data legislation in force and have a recognized legalization mechanism, which may include standard contractual clauses approved in the EU relating to the transfer of personal data in a safe manner according to this privacy policy.

The legal basis for the processing of data and keeping a record of past commercial relations and legitimate interest shall be the performance and enforcement of this Contract and the delivery of all relevant documentation.

The data may be assigned to the bank entities through which payments are managed and to State or Local Administration bodies, as the case may be, as well as to companies belonging to the Acciona group for such purpose, in order to correctly manage the Contract. All assignees shall be obliged to observe the legal provisions contained in these regulations.

Personal data shall be kept for the duration of the contractual relationship and/or until the statute

of limitation period has expired or their elimination has been requested in accordance with art. 17 General Data Protection Regulation (*Datenschutzgrundverordnung*).

At any time, the Parties may exercise their rights of access, rectification, elimination, restriction of processing, portability and opposition in relation to their personal data, by means of written notification addressed to the Acciona Personal Data Protection Department, at Avenida de Europa 10, Parque Empresarial La Moraleja, 28108 Alcobendas (Madrid) or by electronic mail to the address:

protecciondedatosenergia@acciona.com. The notification must include the name and surnames, the petition, address for the purposes of notices, date, signature and a photocopy of the person's National Identity Card or other valid identification document.

## 23. CONFIDENTIALITY

All the information to which the parties have access as a result of their Contractual relationship, including the existence and content of the Standard Contract Conditions, shall be deemed as confidential information, with the exception of information that is of public domain and shall not be disclosed to third parties or directly or indirectly used for purposes other than those set forth in the Contract.

The disclosure of confidential information by either Party to its employees shall only take place when strictly necessary to provide services and, in all cases, said employees shall guarantee compliance with the Confidentiality obligation.

The Confidentiality Obligation shall not apply to Information that: (i) after being disclosed, is accessible by third parties, provided the recipient has not breached a confidentiality obligation, or (ii) is legally possessed by the recipient prior to disclosure and not directly or indirectly acquired from the disclosing party or any of its Subsidiaries, or (iii) has been obtained by the receiving party or

received legally from a third party that, in turn, acquired it legally and is not subject to a confidentiality obligation with the disclosing party or any of its Subsidiaries.

If Confidential Information must be disclosed in accordance with a legal mandate, including an order pursuant to a regulation of a securities market in which the shares of the receiving party (or of any of its Subsidiaries) are traded or negotiated, or in compliance with an order by a tribunal, court or administrative authority with sufficient power, the disclosure shall be limited to what is strictly necessary to comply with the legal obligation or administrative order. The disclosure shall be notified to the party owning the Confidential Information and to the other receiving or disclosing party.

The confidentiality obligation shall remain in force for the entire term in which the services are provided and indefinitely, in any case at least 5 years, after the Contract has terminated.

#### 24. DATA SECURITY

The Parties shall be obliged to have and to prove they have the necessary resources and sufficient means, as well as the technical and organisational means necessary to guarantee a level of data security in their communications networks and information systems that guarantees the availability, integrity and confidentiality of the information. The parties shall have a certified data security management system or one that is aligned with any of the standard systems in force from time to time.

#### 25. BANK- SAP DETAILS

The Parties agree that any disclosure of information by the Contractor to the Contracting Party relating to bank details, including information on current accounts or instruments for the payment or collection of services subject to the Contract ("*Bank Details*") shall be carried out as follows:

(i) The Contractor shall send the Bank Details to the Contracting Party only through the electronic procurement system referred to in Standard Condition 26, and,

(ii) The Contractor shall include a certificate of ownership of the bank account issued by the relevant financial entity that is signed, preferably by digital signature, by the authorised or legal representative of the financial entity. In default thereof, the Contractor shall include a "PDF" file that is signed, preferably by digital signature, by the authorised or legal representative of the Contractor certifying the Bank Details.

The certificates used for digital signature shall be included in the list of EU Trusted Lists (<https://webgate.ec.europa.eu/tl-browser/#/>) and comply with the provisions set forth in Annex 1 of (EU) Regulation 910/2014 of the European Parliament and of the Council of July 23, 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

The Parties agree that the forwarding of notifications of Bank Details by the Contractor that does not fully comply with this procedure shall be deemed as null and void and have no contractual effects whatsoever. The Parties agree that the Contractor shall not be under any obligation to verify, nor be liable for the verification of the identity of the signatories, nor the damages that may occur in the event the Contractor sends any type of Bank Details without fully complying with the provisions of this Standard Clause.

#### 26. REGISTRATION IN REPRO AND PROCUR- E

For the duration of this Contract, the Contractor shall remain registered in the RePro System (<https://pages.achilles.com/es/achilles-repro-supplier-registration-acciona>) and the ACCIONA

Procurement Portal known as "PROCUR-e" ([https://acciona-procure.bravosolution.com/web\\_en/login.html](https://acciona-procure.bravosolution.com/web_en/login.html)).

The Contractor hereby accepts the account indicated in said registry as the legitimate bank account for payment, which shall prevail over any other indicated by any other means, including the invoice. All account changes shall be implemented through said registry.

The Contractor shall be solely responsible for the access and entry of data into the Registry, as well as for maintaining the necessary security systems to prevent unauthorised access and use thereof, pursuant to the provisions set forth in Standard Contract Condition 24.

The Contractor acknowledges and accepts payment of the costs associated to the registration in the RePro system. Similarly, the Contractor consents to the Contracting Party carrying out an audit to enable registration with the system, for which it shall also be responsible for payment.

## 27. OTHER COMMITMENTS

### 27.1. GENDER EQUALITY LAW

The Parties shall respect the principles and obligations established in the General Equal Treatment Act (*Allgemeines Gleichbehandlungsgesetz*) on the effective equality between men and women and, in particular, those related to the obligation to have a Gender Equality Plan, as the case may be, its compliance and monitoring, as well as the necessary internal processes to prevent sexual harassment and harassment based on gender and any other direct or indirect discriminatory activity.

### 27.2. UNITED NATIONS GLOBAL COMPACT

The Parties shall respect the human rights of the persons affected by their activities, in accordance with the international obligations and commitments of the host government.

The Parties shall comply with the World Labour Organisation's Fundamental Conventions in relation to labour rights and, in particular, those that refer to child labour and equal opportunity and treatment.

The Parties shall have implemented rules and procedures that deal with any form of physical or mental harassment or abuse of authority, as well as any other conduct that intimidates or offends personal rights. They shall also maintain a working environment in which all workers are treated with dignity and respect in an environment free of threats, exploitation, verbal or psychological harassment, sexual abuse, mistreatment or any other form of violence.

The Parties shall have implemented rules and procedures that reject all forms of labour and employment discrimination based on age, race, colour, gender, marital status, religion, national origin, sexual orientation, social or ethnic origin, ability, pregnancy, state of health, opinion and membership to a trade union or political organisation.

The Parties shall give all due consideration the legal provisions in the countries in which they carry out business, the relevant international regulations and the requirements of environmental management, health and security in the workplace systems.

Failure to comply with any of these obligations may constitute grounds for termination of the contract.

### 27.3. RESERVED POSITIONS FOR DISABLED STAFF

No one may restrict the rights of persons with a disability. The Parties are aware, that according to § 154 para. 1 SGB IX (*Sozialgesetzbuch IX*) all private and public employers who have more than 20 jobs must allocate at least 5 percent of their jobs to severely disabled persons.

For such purpose, the Parties may mutually request a responsible declaration of compliance with the legislation in force relating to the Social Integration of the Disabled in the direct and indirect contracting of persons with a disability.

#### 27.4. WHISTLEBLOWER CHANNEL

The Parties mutually undertake to inform their employees of the obligation to comply with the internal corporate social governance rules and policies of their respective companies that may be applicable to the activities performed for the client. In particular, the employees of the Contracting Party and the Contractor shall comply with their respective Codes of Conduct.

Furthermore, the Parties shall inform their respective workers in an accurate and unmistakable manner of the existence of a company Whistleblower Channel, to which they may send notifications in the event they become aware of irregular conduct relating to the accounting, control, auditing or any other breach or violation of the Code of Conduct. Said notifications shall be treated with total confidentiality and, specifically, the identity of the user providing the information shall be kept strictly confidential in all stages of the process. They shall also notify their workers that their personal data may possibly be recorded on a database owned by the Company for the purpose of managing said Whistleblower Channel and obtain consent from their workers to the possible processing of personal data, either as a result of the communications made on their own initiative, as well as those made by third parties, in order to manage the communications received in the Whistleblower Channel.

#### 27.5. CORPORATE ETHICS

The Parties shall comply with the highest degree of corporate ethics. Their policies and rules of conduct shall offer guarantees of compliance with the Rules of Conduct against Corruption that are mutually implemented in their organisations and

ensure that their employees comply with the same and that they are sufficient.

The Contracting Party and the Contractor expressly undertake to observe the following prohibitions:

- To offer or accept bribes to or from Public Servants or private individuals.
- To offer or accept facilitation payments to initiate or facilitate processes or administrative procedures.
- To offer or accept presents or gifts to or from a Public Servant or any third party in breach of the Anticorruption Rules.
- To make contributions on behalf of the Parties for political purposes.
- To obtain favourable treatment using sponsorship or donation as the means to achieve it.
- To use company commercial relations and contacts to their own benefit or that of a third party. To establish business relations with third parties without complying with the minimum duties of due diligence in obtaining information on third parties.

#### 27.6. PREVENTION OF CONTRABAND

The Parties expressly agree to comply with the measures of prevention, identification and mitigation of the risks associated to contraband established in Instruction A01\_GAE 06008 of the Annexed Document for suppliers to prevent, identify and mitigate logistic risks.

#### 27.7. ACKNOWLEDGEMENT OF COLLABORATION

The Contractor expressly acknowledges that there may be situations in which the Contracting Party may collaborate in the design of the service in order to adapt it to its needs or in the development of processes resulting from its implementation that result in an improvement or different use thereof. In such cases, the Parties shall agree to the acknowledgement of the

Contractor of such collaboration, which shall take place by means of the issue by the Contractor, at the request of the Contracting Party, of a Certificate of Acknowledgement of Collaboration that specifies the nature of the collaboration, its financial amount and the costs paid by the Contracting Party, as well as the provision by the Contractor of all the supplementary information requested from the Contracting Party to justify the certified collaboration. In this regard, the Contracting Party shall provide the Contractor with a template of the Certificate of Acknowledgement of Collaboration for completion.

## 28. NOTICES

All notices relating to this Contract shall be in writing and in the English or German language and sent by certified fax to the Parties' respective corporate addresses, or by electronic mail (e-mail) to the addresses of the employees designated in writing by each party.

All certified notices received on a non-working day shall be understood as received on the following working day.

All changes in notice details shall be notified in writing using any of the means established in the preceding paragraph of this Standard Contract Condition.

## 29. GOVERNING LAW AND DISPUTE RESOLUTION

### 29.1. GOVERNING LAW

This Contract is of a commercial nature and shall be governed by its own provisions and, by default, the German HGB [*German Commercial Code*] and the German BGB [*German Civil Code*].

German law applies exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods and to the exclusion of international private law.

### 29.2. DISPUTE RESOLUTION

The Parties undertake to act in compliance with this Contract under the principle of contractual good faith and good commercial practice and to negotiate all solutions by mutual agreement, as well as to resolve all the disputes that may arise in relation to the validity, interpretation, performance or termination of this Contract, according to the principles of contractual good faith and equity.

In the event it is impossible to reach a negotiated solution to a dispute, the Parties agree to submit all litigation that may arise in relation to the validity, interpretation, performance and termination of this Contract to the exclusive territorial jurisdiction of the Courts of the City of Berlin. However, the Contracting Party shall be entitled to bring an action in any other court having jurisdiction under the law.

## EXHIBIT A

## CRITERIA FOR AUDITS ON THE CONTRACTOR

Audits will be conducted on the Contractor based on the ACCIONA Supply Chain Auditing Protocol.

Audits may be:

- To qualify as contractor: required in countries of risk<sup>1</sup> and due to CR and sustainability<sup>2</sup> risk.
- To monitor the Risk Map: to follow-up critical contractors, those of special interest to the business, recurring contractors, etc. In ACCIONA Energía these contractors are those who meet the following conditions:
  - Orders amounting to €500,000.
  - Annual contract volume accumulated over the past 12 months exceeding €500,000.
  - Framework agreement in place (open order) with an accumulated annual contract volume foreseen in the coming 12 months exceeding €250,000.
- To get out of "Non valid" status as contractor, when it is certain and there is proof that an improvement or action plan is not sufficient to correct the shortcomings.

---

<sup>1</sup> **Country Risk:** Country risk is revisable and modified annually in accordance with the Verisk Maplecroft external information system: Database of information on countries from which the ACCIONA Group obtains information on human rights, corruption, working conditions, environmental legislation, through which it classifies the country risk.

<sup>2</sup> **CR and Sustainability Risk:** This variable is measured through Demonstrated Non-compliance with the Global Compact.