

APPLUS+

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

1. DEFINITIONS

For clarity and for the correct understanding of these General Terms and Conditions, the following words and phrases shall have the following meanings:

- “**Applus+**”: An Applus+ Group company providing the Services that the Client has purchased.
- “**Client**”: the company acting as contracting party in each provision of Services.
- “**General Terms and Conditions**”: Each and every one of the clauses that make up this document and are aimed at governing the contractual relationship between the Parties.
- “**Specific Terms**”: Document setting forth the contract terms agreed upon by the Client and Applus+, the specific terms and conditions governing the relationship between the Parties, any exception or clarification to these General Terms and Conditions or to any other of the Contract Documents. All of the foregoing shall be interpreted for the provision of Services specifically.
- “**Day**”: Unless otherwise stated, it means a business day.
- “**Contract Documents**”: The Specific Terms and Conditions, the General Terms and Conditions, the Offer, the Order and any other additional or supplemental documents that govern the contractual relationship between the Parties as an integral part of the aforementioned documents.
- “**Applus+ Group**”: A group of companies that are members of the listed group Applus+ Services, S.A.
- “**Offer**”: Documents issued by Applus+ including, among others, a description of the Services that Applus+ will provide to the Client, a list of prices and a link that redirects to a webpage containing these General Terms and Conditions, which shall be indefinitely available at that link.
- “**Parties**”: The Client and Applus+.
- “**Order**”: Formal document issued by the Client and addressed to Applus+ for the execution of the contractual relationship between the Parties. It may include prices, schedule, and other conditions relating to the provision of the Services.

- “**Services**”: All the works that Applus+ is to perform for the Client, which shall be appropriately detailed in each Offer and Order.

2. APPLICATION

The purpose of the General Terms and Conditions of Contract is to govern the relationships between Applus+ and its Clients and they are an integral part of the Contract Documents for the provision of Services. The applicable General Terms and Conditions of Contract shall be available to the Client and easily accessible on the Applus+ website, either through the website itself or through the link included in each Offer.

These General Terms and Conditions shall be entirely applied to the Order, with the exception of those cases where they are expressly repealed or amended by the Specific Terms.

Any exception to those General Terms and Conditions that the Client may suggest shall only be valid if there is prior written request, and written approval by Applus+. The exception shall be applicable solely to the Order or group of Orders for the provision of Services for which it was requested and under no circumstances shall it apply to other current or subsequent contracts with the Client or with any of the subsidiaries within the same Group.

3. ORDER OF PRECEDENCE

Notwithstanding the foregoing, should there be a conflict between the Order and the rest of the documents governing the relationship between the Parties, should the Parties not reach an agreement on the matter or should there be conflicting interpretations concerning the Contract Documents signed by the Parties, precedence shall be given in the following order:

1. The Specific Terms and Conditions
2. The General Terms and Conditions
3. The Order
4. The Offer

The abovementioned documents are supplemental to each other, and therefore the provisions agreed upon and set forth in all of them constitute the contents of the relationship between the Parties, which shall be interpreted through the integration of all the documents that comprise it.

4. EFFECTIVE DATE

Once the Order has been accepted by Applus+, the General Terms and Conditions shall be enforceable until the Services have been completed, including the warranty period, with the exception of those clauses for which a longer duration is expressly expected.

5. SERVICES

In the event of a change in the circumstances that may substantially affect the conditions under which Applus+ is to provide the Services, or should Applus+ find circumstances surrounding the provision of Services that had not been previously disclosed by the Client, Applus+ may request that the conditions of the Order be reviewed to prevent the fulfillment of the obligations arising from it from becoming uneven.

Applus+ shall perform the Services exclusively for the Client. Any provision of Services to a third party shall require a separate service contract between Applus+ and that third party.

No third party shall be allowed to give Applus+ orders or instructions regarding the provision of Services to the Client and particularly regarding the scope or subject matter of the Services provided, unless otherwise expressly agreed by the Parties.

Applus+ shall only deliver the results of the provision of Services to the Client, unless otherwise stated in a written agreement between Applus+ and the Client, or when delivery to a third party can be unequivocally inferred from the generally accepted business customs or circumstances. Additionally, in those cases where the provision of the services entails mandatory disclosure of information to a public body, Applus+ shall disclose the information pursuant to the applicable regulations.

6. PRICE

The Price for the performance of the Services includes all personnel expenses, social security contributions, supplies, insurance, and any other necessary or advisable item to completely and correctly provide the Services, with the exception of any taxes that may arise from the provision of the Services, as those shall be borne solely by the Client.

In the event of unexpected expenses during the provision of any of the Services, Applus+ shall have the right to add extra charges to cover for the additional time and costs incurred in order to complete the service, by including them in the pertinent invoice.

The Client agrees to pay in a timely manner and no later than sixty (60) calendar days

from the date of issuance of the invoice by Applus+.

Any delay in a payment shall force the Client to pay interest at the legal interest rate for late payments incurred from the first day after the due date.

The Client shall not have the right to withhold or postpone the payment of any amount due to Applus+ as a result of any dispute or counterclaim, or to offset them against each other.

In the event that the Client requests a change from Applus+ in the provision of the Services, Applus+ shall have ten (10) business days to assess the impact of that change, both on the performance of the Services and, where applicable, on the price. All changes shall be expressly stated in writing and expressly accepted by the Parties.

7. APPLUS+'S OBLIGATIONS

Applus+ agrees to provide the Services and to fulfill its obligations:

- i. By using all its experience and in accordance with the utmost standard of quality and diligence expected from the companies leading its sector, and in compliance with the Client's specific guidelines or, in their absence, in compliance with any applicable general customs and best practices in the sector;
- ii. By using in an optimal and efficient manner all the material, human, technical, financial and business resources necessary to successfully complete the Services; and
- iii. Within the dates established by the Client, unless an unforeseen event not attributable to Applus+ occurs.

Applus+ warrants to possess all the permits, authorisations and licences needed to correctly provide the Services.

Applus+ agrees to submit the following documents to the Client, prior to the commencement date of the Services and at the Client's request:

- i. Tax compliance certification, issued for these purposes by the Spanish Tax Agency within the twelve (12) months prior to the payment by Applus+.
- ii. Certificate of compliance with Social Security contributions.
- iii. A copy of RLC (proof of social security payments) and RNT (a list of employees) regarding the personnel performing the Services, with the information updated monthly.

8. CLIENT'S OBLIGATIONS

The Client agrees to:

- i. Provide true information and sufficiently early for Applus+ to be able to properly provide the Services;
- ii. Give Applus+'s human and/or technical resources access to the facilities so that the Services can be duly performed with no impediments, obstacles or interruptions. More specifically, the Client agrees to conduct, in a proper and timely manner, at its own expense and under its responsibility, any preliminary works needed to ensure that Applus+ is able to provide the Services in the agreed-upon conditions and schedule;
- iii. Adopt and maintain at all times adequate health, hygienic and safety conditions at the Client's facilities where Applus+ personnel must perform Services, including allowing Applus+'s Health and Safety experts access to verify on-site conditions whenever deemed necessary.
- iv. Inform Applus+ in a timely manner about any known, effective or potential risks or dangers that Applus+ employees may encounter when providing Services at the Client's facilities;
- v. Be responsible for obtaining all the permits and authorisations needed by Applus+ to provide the Services in compliance with the applicable regulations.
- vi. Pay invoices in due form and time.

9. INSURANCE

Applus+ has civil liability insurance for those claims arising from the provision of these Services and for operational, employer and professional risks. If requested by the Client, Applus+ shall submit the certificate issued by the insurance company.

10. BUSINESS INDEPENDENCE

The relationship between the Parties shall be of a commercial nature exclusively, and there shall be no employment relationship between Applus+ and the Client's personnel. In the context of the provision of Services, neither Applus+ nor the Client shall have the status of employer or owner over each other's workers.

The relations between the Parties are those of two legal persons that are independent from each other and before any third parties. Neither the Parties, nor their employees, act as representatives, agents or proxies for the other Party, nor shall their actions and omissions give rise to ties of any nature that create an obligation for the other Party before a third party and, particularly, the Parties shall not make decisions on each other's behalf. Neither the execution nor the fulfillment of the Order can be interpreted as a partnering or risks shared by the parties.

11. SUBCONTRACTORS

Applus+ is entitled to hire third parties as subcontractors to provide the entirety or parts of the Services under its own responsibility. Under no circumstances shall this cause a change in Applus+'s liability.

However, should the Client request that Applus+ subcontract part of the Services to one particular person, Applus+ shall not be liable for any adverse consequences that the subcontract may cause.

The Client expressly authorises Applus+ to provide the subcontractor with all the information needed for the provision of the subcontracted Services.

12. ASSIGNMENT

The rights and obligations arising from the execution of the Order shall not be assigned by any of the Parties to a third party without prior written consent from the other Party, with the exception of the assignment of rights and obligations by Applus+ to any of the companies within its group, in which case the only requirement shall be for Applus+ to inform the Client.

13. LIABILITY

Applus+'s liability as the Client's Service provider:

- i. Shall be interpreted according to the standard degree of diligence due in the sector where the Services are provided.
- ii. Shall not, under any circumstances, exceed the total amount paid by the Client to Applus+ in exchange for the Services provided. Applus+ shall not, under any circumstances, be held liable for any consequential damages, loss of profit or losses incurred. The limitations of liability stated herein shall apply unless in the event of gross negligence or willful misconduct and in those cases where any limitation is expressly prevented by law.

Applus+ shall not be liable for any delays, either total or partial, or the failure to provide the Services, as a direct or indirect consequence of:

- i. Force Majeure (as defined in these General Terms and Conditions)
- ii. Any circumstances that may be outside Applus+'s reasonable control;
- iii. Instructions given by the Client, including the failure to provide instructions or if those are insufficient or inaccurate;
- iv. A change in the content of the Services made by the Client without express authorisation by Applus+ or
- v. Misuse of the Services by the Client, including the use for purposes other than those stated in the Order and/or the Specific Terms and Conditions.

The Client agrees to indemnify and hold Applus+ harmless from and against all claims aimed at Applus+ by a third party, in connection to the provision of the Services, providing that these claims do not arise from a breach by Applus+.

The Client shall use the Services provided by Applus+, in its relations with a third party, under its sole responsibility. Should the Client be sued for the Services provided by Applus+, Applus+ shall be liable for any direct damages, caused by the latter, that may arise from a breach of contract, willful misconduct or gross negligence.

The Client shall hold Applus+ harmless from all claims, damages, debt, loss, fines, penalties, costs and expenses, including reasonable fees from lawyers, arising from judicial and/or non-judicial proceedings caused by any breach by the Client of the obligations included in these General Terms and Conditions or in the Specific Terms and Conditions or in the applicable law.

The Client agrees not to bring a personal lawsuit against the directors or employees of Applus+, nor its subcontractors, in connection with the provision of the Services.

14. WARRANTY

The quality of the Services is warranted by Applus+ to the Client over twelve (12) months starting upon the date of acceptance of the Services, be it the express acceptance by the Client, in accordance with the agreed-upon procedure, or tacit, after fifteen (15) days from the completion of the Services, with no written notice from the Client to Applus+ reporting any disagreement.

If prior to the expiration date of the warranty described above, the Client files a claim, Applus+ may provide those Services deemed unsatisfactory again, at no additional cost for the Client. In the event that providing those Services again is not possible or is more onerous than the value of the said Services, Applus+ may choose to refund the fraction of the amount corresponding to the defective Services.

The refund or the provision of the Services shall release Applus+ from any other claim that the Client may file on the same subject matter.

15. CONFIDENTIALITY

The Parties agree to keep in strict confidence all the data, information or materials that they may obtain from each other as a result of the provision of the Services.

For the purposes of this clause representatives are the managers, public servants, employees, agents or advisors (including, with no limitations, lawyers, accountants, consultants, bankers and financial advisors) of each Party.

The confidentiality obligation shall apply for two (2) years starting from the completion of the Services.

Confidential information means: (i) the Copies of information marked as confidential submitted by a Party to the other Party; (ii) any information in any form (written, verbal, visual or electronic) directly or indirectly disclosed to a Party or its representatives by the other Party or any of its representatives within the context of the Order.

The exceptions to the confidentiality obligation are:

- i. Should one of the Parties have to disclose confidential information about the other Party to comply with the law, a legal ruling or administrative decision; and
- ii. Should the confidential information be common knowledge or when it can be proved that it had already been revealed to the public with no violation of the agreement between the Parties.

Confidential information is not:

- i. Information that was available to the public at the time of being disclosed,
- ii. Information that, after being disclosed, was published or became generally available to the public, with no breach by the Party that had received said information; and
- iii. Confidential information that, at the time of being disclosed, was already known by the Party that received said information.

Unless there is express and written prohibition by the Client, the provisions of this clause do not prevent Applus+ from disclosing the name of the Client and other basic details of the Services, only as part of its business references.

16. INTELLECTUAL PROPERTY

Intellectual property of Applus+

Intellectual property rights, of any kind (*patents, trademarks, utility models, designs, copyright, software, etc.*) as well as the know-how used by Applus+ in the context of the provision of the Services shall be the exclusive property of Applus+. The use by the Client of any intellectual property rights, as well as the know-how owned by Applus+ in the context of the provision of the Services does not imply under any circumstances the assignment or a licence to use of these rights by Applus+ to the Client.

The Client shall not take any action that may affect the validity of the know-how and the intellectual property rights of Applus+.

The intellectual property rights, thus defined, and in particular, the know-how developed by Applus+'s personnel in the context of the provision of the Services belong to Applus+.

The Client shall not use the corporate name or registered trademarks of Applus+ for any purpose without prior written authorisation by Applus+.

Intellectual property of the Client

To the extent that Applus+ may need to use intellectual property rights that belong to the Client to provide the Services, the Client grants Applus+ a licence that is free of charge, not exclusive, without the right to sublicense and revocable, solely for the purpose of providing the Services. The licence described in this section shall expire once the Services have been completed.

The Client warrants that the use of the Client's intellectual rights by Applus+ does not infringe on any intellectual or industrial property rights of a third party.

17. TERMINATION

Causes for suspension or early termination ascribable to the Client

If within fifteen (15) days, starting upon the date on which the Client is expressly notified by Applus+ of any of the scenarios listed below, the Client fails to take the necessary measures to remedy the situation, Applus+ shall be entitled to, (without it causing Applus+ any obligation or liability): (i) Suspend or terminate the performance of the Order or (ii) suspend or terminate the Specific Terms and Conditions. The aforementioned scenarios are:

- i. The Client has failed to pay any of the amounts that were due, quantifiable and payable on demand;
- ii. The Client has failed to provide the information needed to perform the Services or the information is insufficient.
- iii. Applus+ does not have access to the Client's facilities or to the resources needed to perform the Services because of the Client;
- iv. Applus+'s performance of the Services is hindered by the Client;
- v. Applus+ does not accept a change to the Order or the Specific Terms and Conditions that has been requested by the Client;
- vi. Failure to take the appropriate risk management measures to ensure the health and safety of Applus+ personnel throughout the performance of the Services;
- vii. The Client has committed a material breach of any of its obligations, and

viii. Any change in control of the Client without prior express notice to Applus+.

Causes for suspension or early termination ascribable to Applus+

If within fifteen (15) days, starting upon the date on which Applus+ is expressly notified by the Client of any of the scenarios listed below, Applus+ fails to take the necessary measures to mitigate or remedy the situation, the Client shall be entitled to (without it causing the Client any obligation or liability): (i) Suspend or terminate the performance of the Order or (ii) suspend or terminate the Specific Terms and Conditions. The aforementioned scenarios are:

- i. There is a delay in the provision of the Services, according to the schedule established in the Order or in the Specific Terms and Conditions, for over fifteen (15) working days without justifiable cause and unless said delay is caused by reasons beyond Applus+'s control or as a result of a force majeure event;
- ii. The Services provided by Applus+ have been unsatisfactory and after fifteen (15) days since Applus+ was notified by the Client Applus+ has failed to take the appropriate measures, and
- iii. Applus+ has committed a material breach of any of its obligations in the context of the performance of the Services.

Consequences of the termination or suspension for reasons ascribable to the Client

In the event of an early termination of the Order for reasons ascribable to the Client, Applus+ shall have the right to receive an amount equal to the value of the Services that have already been performed; the cost of the cancellation of the orders issued by Applus+ to its suppliers and subcontractors and the reasonable and justifiable amount to cover the demobilisation costs of equipment and personnel.

Consequences of the termination for reasons ascribable to Applus+

In the event of an early termination of the Order for reasons ascribable to Applus+, the Client shall pay Applus+ an amount equal to the value of the Services that have already been performed and shall have the right, but not the obligation, to subrogation of the orders issued by Applus+ to its suppliers and subcontractors.

18. FORCE MAJEURE

In the event that Applus+ is prevented, completely or partially, from fulfilling its contractual obligations, by reason of force majeure, the fulfillment of the impacted obligations shall be suspended, and Applus+ shall be under no responsibility for it, for a reasonably necessary amount of time based on the circumstances.

Force Majeure means any reason or circumstance beyond Applus+'s reasonable control, including but not limited to: Strikes and labour disputes of suppliers and transport involved in the Services, natural disasters, floods, storms, riots, sabotages, pandemics, actions, omissions and interventions by governments or government agencies, unexpected interruptions at Applus+'s facilities caused by equipment breakdowns and generally any unforeseeable or inevitable events.

When a Force Majeure event occurs, Applus+ shall promptly notify the Client, and state the reason and foreseeable duration. It shall also give notice once the reason no longer exists, and specify the length of time needed to fulfill the obligations that had been suspended because of it. If a Force Majeure event occurs, Applus+ shall be entitled to a reasonable extension of the time given to complete de Services.

Should the Force Major event last longer than three (3) months, the Parties shall discuss how to find an appropriate solution given the circumstances. If the Parties are unable to reach an agreement that satisfies both, any of the Parties may terminate the Order by giving express notice to the other party. In this event, Applus+ shall be entitled to receive an amount equal to the value of the Services that had already been performed and an amount equal to the cost of the cancellation of the orders issued by Applus+ to its suppliers and subcontractors.

For all intents and purposes, Force Majeure does not include those cases where the Client has failed to comply with any of the obligations set forth in clause 8 of these General Terms and Conditions. In such cases, Applus+ shall be entitled to claim compensation for the damages caused by the aforementioned failure to comply.

19. DATA PROTECTION

19.1. Data Protection where the Client is a legal person:

Regarding personal data processing, the Client is the controller. The Client shall process personal data in accordance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR"), and with any other applicable domestic laws. In particular, the Client, as controller of the personal data that may be disclosed to Applus+ shall be responsible for providing the data subjects with the information described in Art. 13 and 14 of the GDPR, prior to any disclosure of personal data to Applus+, in order to comply with the provisions of the Order, and for obtaining the valid consent needed to ensure the legal processing of personal data by Applus+. Therefore, the Client is responsible for ensuring that any disclosure of personal data to Applus+ that may be necessary in connection with the Order and the provision of Services fully complies with GDPR requirements.

Pursuant to the applicable regulations, the personal data of the signatories of the Order, or the representatives for the Parties, shall be processed by the Parties, as controllers, to manage and control their contractual relationship, and to comply with all applicable laws. The processing of such personal data is necessary for the management and performance of the Services and the legal bases are the legitimate interest of the Parties in its execution, following a balancing test to assess that it is not overridden by the interests or rights of the signatories, which shall be available to the data subject at their request, and the compliance with legal obligations (commercial, taxes, etc) and, in particular, those set forth in Act 31/1995, of 8 November, on Occupational Safety and Health.

Additionally, the personal data of the signatories of the Order and/or the Specific Terms and Conditions may be used by Applus+ to:

- i. Keep them informed, through commercial messages sent by physical or electronic means, about similar products and services to those initially purchased by the Client, on the basis of Applus+'s legitimate interest; and
- ii. Send them commercial messages by physical or electronic means about products and services different from those offered and purchased and which shall always be available on the company's website (www.applus.com), as well as commercial messages about events and news related to those services, providing that the signatory has given consent.

Applus+ shall also share said personal data with other companies within the Applus+ Group (list of companies available at <http://www.applus.com/Appluscompanies>):

- i. For financial, tax, and administrative management, reporting and internal investigation purposes to ensure that the contractual relationship between the Client and Applus+ is successfully conducted on the basis of its legitimate interest; and
- ii. To deliver commercial and/or promotional messages by physical or electronic means about its own products and services and/or those offered by other members of the Applus+ Group, as well as events and news related to the activities of the Applus+ Group, providing that the signatory has given consent.

Some of those recipients are in countries outside the European Union, including countries that provide a level of data protection that is not equal to that of the European Union, which can be found at:
<https://www.aepd.es/reglamento/cumplimiento/transferenciasinternacionales.html>.

To ensure data security, Applus+ has implemented the appropriate safeguards (such as contractual commitments) in compliance with the applicable legal requirements, in order to ensure that your data are properly protected, based on the standard contractual clauses

adopted by the European Commission, Implementing Decision (EU) 2021/914 on standard contractual clauses for the transfer of personal data to third countries, pursuant to article 46.2.c) GDPR. The data subjects may request more information by sending an email to this address: rgpd.energyandindustry.esp@applus.com

Data subjects have the right to object to the processing of their personal data, at any time, when based on the legitimate interest, by sending an email to rgpd.energyandindustry.esp@applus.com with a copy of their Spanish DNI or other valid proof of identity. They may also exercise the rights to access, rectification, erasure, portability, restricted processing and, where applicable, revoke their consent (as well as the right not to be subject to automated individual decision-making –including profiling). Data subjects have the right to contact the Spanish Data Protection Agency (<https://www.aepd.es/>) with any enquiries or complaints relating to data protection.

Personal data shall be stored for the duration of the contractual relationship and, after that, during the prescriptive or limitation period for legal and contract claims, in order to defend the rights of Applus+.

19.2. Data Protection where the Client is a natural person:

This clause describes the manner in which **Applus+**, whose address for the purposes of this clause is Calle Campezo, nº 1, Edificio nº 3, Polígono Industrial Las Mercedes, 28022 Madrid, and email address rgpd.energyandindustry.esp@applus.com, as data controller will process personal data such as name and surname, postal address, email address, telephone number, national identity card number (DNI) or any other identity documents, birthdate, and, for those with access to our facilities, any documents needed to comply with workplace health and safety requirements, bank details, and any other data that you may provide as a result of the signing of this offer and/or contract or throughout our business relationship. Please, be advised that the personal data gathered in the context of this offer and/or contract are mandatory and therefore essential for the proper performance of the contract that you have signed with Applus+. As a result, failing to provide the necessary data may prevent Applus+ from providing the services or products purchased.

Applus+ will process your personal data to:

- i. Ensure the performance of this offer and/or contract, where You are one of the parties, governing the provision of services by Applus+, and including, as applicable, the delivery of products and any communications necessary to ensure the aforementioned performance. The legal basis for processing is the execution and performance of the contract between You and Applus+.

- ii. Comply with any legal obligations that may apply to Applus+ and, more specifically, those set forth in *Act 31/1995, of 8 November, on Occupational Safety and Health;*
- iii. Keep You informed, through commercial messages delivered by physical or electronic means, about products and services that may be similar to those initially purchased by You through this offer and/or contract, on the basis of Applus+ legitimate interest, providing that You do not object to them;
- iv. Conduct risk assessments and prevent fraud, considering that Applus+ has a legitimate interest in conducting business with diligence; and
- v. Deliver commercial messages by physical or electronic means about products and services that are different from those offered and purchased, which shall always be available on the company's website (www.applus.com), as well as commercial messages about events and news related to those services, providing that the signatory has given consent by checking the appropriate box at the end of this clause. Please note that the fulfillment of this offer and/or contract is not contingent on your consent to the processing of your personal data for commercial purposes

Additionally, your personal data can be shared with the third parties listed below under the circumstances described:

- i. **Service providers** (including companies within the Applus+ Group). Your personal data may be processed by those service providers and business partners that provide maintenance, IT, management, finance, accounting, legal, audit and communication and marketing services to ensure that the contractual relationship between You and Applus+ is conducted successfully.
- ii. **Applus+ Group Companies** (both domestic and international). Your personal data may be disclosed to any of the Applus+ Group companies listed at www.applus.com/appluscompanies for:
 - Operational, financial, tax, administrative management, reporting, and internal investigation purposes to ensure that the contractual relationship between You and Applus+ is successfully conducted on the legitimate interest basis; and
 - Sending you commercial and/or promotional messages by physical or electronic means about its own products and services and/or those offered by other members of the Applus+ Group, and events and news related to the activities of the Applus+ Group, providing that the signatory has consented to it by checking the appropriate box at the end of this clause.
- iii. Law enforcement agencies, courts, regulators, government authorities or any other competent third party. Your personal data may be shared with these third parties whenever deemed necessary to comply with legal obligations and regulations, or to protect our rights or the rights of a third party on the basis of Applus+ legitimate interest.

iv. Corporate transactions. Your personal data may be shared with any third party that purchases, or to whom we transfer, the entirety or nearly the entirety of our assets and operations, or with those with whom we agree to a merger, consolidation or any other restructuring of a similar nature on the basis of Applus+'s legitimate interest to complete the transaction.

Regarding the processing of personal data based on Applus+'s legitimate interest, please know that we have conducted balancing tests to ensure that it is not overridden by your interests, or your fundamental rights and freedoms which require protection of your personal data. Those tests shall be made available to you upon request.

Regarding the disclosure of your personal data, please be advised that they may be transferred, stored and processed in a country where the level of protection of personal data is lower than what the regulations of the European Union require (such as the Philippines, China, USA, and others). In that regard, we have implemented the appropriate safeguards (such as contractual obligations) pursuant to all applicable regulations, in order to ensure that your data are properly protected, according to the standard contractual clauses adopted by the European Commission, Implementing Decision (EU) 2021/914 on standard contractual clauses for the transfer of personal data to third countries, pursuant to article 46.2.c) GDPR.

For further information on the aforementioned appropriate safeguards, please contact us as this clause instructs.

We will store your personal data for the duration of our contractual relationship with You. Once the relationship no longer exists, your personal data shall remain stored for an amount of time that allows us to:

- Keep business records for analysis and/or auditing purposes;
- Comply with the storage requirements set forth in the regulations applicable;
- Defend or file any existing or potential legal claim;
- Process any complaints concerning the services.

Your Personal Data shall be erased once they are not longer needed for those purposes. In the event that any of the data cannot be completely erased from our systems due to technical reasons, we shall take the necessary precautions to prevent any additional processing or use of the data.

You have the right to object to the processing of your personal data, at any time, when based on legitimate interest, by sending us an email at rgpd.energyandindustry.esp@applus.com, with a copy of your Spanish DNI or other valid proof of identity. You may also exercise your rights of access, rectification, erasure, portability, restricted processing, and, where applicable, to withdraw your consent (and the right not to be subject to individual automated decision making –including profiling).

Data subjects have the right to contact the Spanish Data Protection Agency (AEPD — <https://www.aepd.es/>) for any enquiries or complaints connected to data protection. You can contact us at rgpd.energyandindustry.esp@applus.com

20. ANTI-CORRUPTION LAWS AND CORRUPT ACTIVITIES

Definitions

For the purposes of this clause:

“Subsidiary” means: any Person that, directly or indirectly, controls, is controlled by or is under the same control as any other Person.

“Public Servant(s) or equivalent figure(s)” means: Every person who holds or has held over the last 12 months, one of the following positions:

- Public servants or employees of public bodies at all levels, regardless of decision-making power or seniority;
- Public servants or employees of state-run or state-controlled companies, including among others, state-owned companies;
- Public servants or employees of public international organisations (such as the World Bank or the United Nations and its specialised agencies);
- Representatives or persons that act in an official capacity for public bodies, state-run or state-controlled companies and public international organisations; or
- Members of political parties, their employees and representatives, and candidates for public service positions or political office.

“Person” means: Any natural person, legal person, association, organisation, community, entity, company, trust or any other similar organisation.

Compliance with anti-corruption laws

Regarding the signing and observance of the Contract Documents, the Parties declare that they have complied and agree to continue to comply with the applicable anti-corruption laws and regulations, including with no limitations the anti-corruption laws of the country where the provision of Services is to take place and any other applicable laws on bribery, extortion and unofficial payments, as well as with Applus+’s Code of Ethics and Anti-Corruption Policy and Procedure, which the Parties declare that they know and which shall be available at any time on the Applus+ website www.applus.com or at the following links: <https://www.applus.com/global/es/about-us/ethics-and-compliance> (collectively, “Applicable Anti-Corruption Laws”).

Prohibition of corrupt activities

- a) The Parties declare and warrant that they have not (nor, where applicable, their Subsidiaries nor, to the best of their knowledge, their respective directors, managers, employees, distributors, agents or representatives) offered, promised, made, requested or accepted and shall not offer, promise, make, request, authorise or accept, directly or indirectly, any benefits or unjustified advantage, bribery, unofficial payment or other inappropriate or illegal payment to or from any Person with ties to the provision of Services, or any related activity.
- b) The Parties declare and warrant that they have not (nor, where applicable, their Subsidiaries nor, to the best of their knowledge, their respective directors, managers, employees, distributors, agents or representatives) made, offered, paid, promised or authorised in a corrupt manner and shall not make, offer, pay, promise or authorise in a corrupt manner, the payment or gifting of money or valuables directly or indirectly to or from any Public Servant or other Person) in order to: (i) influence any action or decision of the Public Servant acting in an official capacity, (ii) induce the Public Servant to perform an action that violates his/her legal duty; (iii) obtain an unlawful advantage; or (iv) induce the Public Servant to influence the action or decision of a public body in order to help the Parties to obtain or retain business operations or secure unlawful advantages, including licences, permits, government authorisations or any other decision in connection with the Order and therefore with the provision of Services, or any other related activity.
- c) The Parties declare and warrant that they have not (nor, where applicable, their Subsidiaries nor, to the best of their knowledge, their respective directors, managers, employees, distributors, agents or representatives) influenced or tried to influence, nor shall try to influence a Public Servant, by taking advantage of a personal relationship in order to obtain favours or preferential treatment regarding the Order and the Services, or any other related activity.

Internal controls, records retention and audit rights

The Parties shall put in place appropriate internal controls and procedures to ensure the compliance with the Applicable Anti-Corruption Laws. They shall also keep, over a period of at least five (5) years after the expiration or termination of the provision of the Services, or longer if thus required by the applicable regulations, the records related to the expenses incurred, including payments made to governments, authorities and Public Servants. Each Party (or its representative) shall have the right, upon prior reasonable notice, to conduct a review of the records stored by the other Party to verify the compliance with this clause and with the Applicable Anti-Corruption Laws.

Right to disclosure

Without prejudice to the confidentiality obligations that the Order or the Specific Terms and Conditions may establish, any of the Parties may, at any time, disclose information

regarding a potential infringement of the Applicable Anti-Corruption Laws to a governmental or non-governmental agency and to any other Person that said Party deems with a legitimate interest.

Non-governmental nature

Each party declares and warrants that (i) it is not a Public Servant; (ii) no Public Servant holds a particular interest in the Order, the Specific Terms and Conditions or the provision of the Services or any other matter related to it; (iii) it is not controlled by or on behalf of any Public Servant.

Duty to update the information

The Parties declare that they will promptly notify the other Party in the event that there is a change in or failure to comply with any of the declarations included in this clause.

Breaches and termination

Without prejudice to any opposing provision in these General Terms and Conditions, should one Party ("**Non-Breaching Party**") reasonably believe that the other Party ("**Breaching Party**") has breached or will breach this clause or reasonably believe that the Breaching Party has violated or will violate any Applicable Anti-Corruption Law: (i) The Non-Breaching Party shall have the right to unilaterally terminate the Order and/or the Specific Terms and Conditions immediately and without giving rise to any right to compensation; and (ii) the Breaching Party shall defend, indemnify and hold the Non-Breaching Party harmless against any cost, damage, loss, liability, expense, trial, fine, payment and any other amount of any nature, including reasonable lawyer fees, arising from any failure to comply with the Applicable Anti-Corruption Laws or with this clause, directly or indirectly, by or on behalf or with the knowledge of the Breaching Party.

21. COMPLIANCE WITH SANCTION AND EXPORT CONTROL REGULATIONS

For the purposes of this clause, Sanction and Export Control Regulations means (a) the domestic and international laws and regulations on export control applicable to the import, export or re-export of certain Items, as well as (b) the trade and financial sanctions imposed by the United States (including, but not limited to OFAC), the United Nations, the European Union or any other country or authority that may impose them in a particular case.

The Client hereby agrees to:

- i. Comply with the Sanction and Export Control Regulations;
- ii. Not cause Applus+ to, directly or indirectly, risk a potential violation of any

Sanction and Export Control Regulations;

- iii. Take all measures needed to ensure that its own suppliers and/or subcontractors directly or indirectly involved in this Agreement comply with the provisions set forth in this Clause.

The Client represents and warrants that:

- i. The Client, its subsidiaries or other companies within its group and their respective directors, managers and direct and indirect partners are not a sanctioned person;
- ii. It has not received any notification and has no knowledge of any claim, action, lawsuit, proceedings or investigation against it regarding the Sanction and Export Control Regulations by any authority; and
- iii. It has not agreed to nor been involved in any operation that evaded or avoided, or tries to evade or avoid, or infringes or tries to violate, directly or indirectly, any of the applicable Sanction and Export Control Regulations.

Should Applus+ have reasonable cause to believe that the Client has failed to comply with any of the provisions of this Clause:

- i. Applus+ shall have the right to unilaterally and immediately terminate the Order(s); and
- ii. The Client shall defend, indemnify and hold harmless Applus+, its directors, managers and employees from and against any and all costs, claims, damages, losses, liabilities, expenses, including lawyer fees, any litigation or settlement expenses, court costs, sentences, fines and any other amount of any nature, arising from a breach of this clause, directly or indirectly, by, on behalf or with the knowledge of the Client.

Applus+ shall not have the obligation to comply with any of the obligations in accordance with the Contract Documents if the compliance has been caused by any impediment arising from the Sanction and Export Control Regulations. In that case, Applus+ shall have the right to immediately terminate the Order.

22. OCCUPATIONAL SAFETY AND HEALTH

22.1. General Requirements:

Applus+ has implemented an Occupational Safety and Health Plan in accordance with Act 31/1995, of 8 November, on Occupational Safety and Health. The risks have been identified and assessed and the appropriate precautionary measures have been taken.

Applus+ personnel have received information, training, and work guidelines for the activities that they perform and have appropriate protective equipment based on the nature of the risks.

In those cases where the Services involve the use of industrial radiography, they shall be performed in compliance with the safety measures described in Applus+'s IRA 1108 Regulations which provide for the radiological protection standards set forth in Spanish Royal Decree 783/2001, of 6 July, on the Regulation on the protection against ionising radiation (RD 783/2001).

22.2. Coordination of Business Activities

Pursuant to the provisions of Royal Decree 171/2004, of 30 January, implementing article 24 of Act 31/1995, of 8 November, on Occupational Safety and Health, on the coordination of business activities (RD 171/2004), the Client and Applus+ shall put in place coordination procedures between the Client and Applus+ to ensure that working conditions are safe.

Should the works have to be performed in a workplace that is not the Client's, the Client shall facilitate that coordination procedures are implemented between the owners or managers of the workplace where the works are to be performed and Applus+ and ensure that the owners/managers cooperate.

Obligations of the Client (or the owners/managers of the workplace)

- i. Appointing a contact person to liaise with Applus+ on occupational safety and health.
- ii. Before work starts, providing Applus+ with the information about general risks at the workplace that may impact the work conducted by Applus+ and/or its employees, precautionary measures, and emergency response measures. Information regarding any serious or very serious risk shall be provided in written form.
- iii. While work is being performed, ensuring that all necessary precautionary measures have been put in place to successfully manage the general risks of the workplace, and notifying any change relating to those hazards immediately.
- iv. Should the work entail any special risks, implementing any necessary safety measures and providing written authorisation through a special work permit guaranteeing that work can be performed safely, that the persons responsible for performing the work and the rest of the persons involved (Client or any other concurrent companies) are communicating and coordinating, and correctly scheduling those works that cannot be performed at the same time, as this would be potentially hazardous.

Such is the case for the following:

- Those works where the coordination and/or communication between those who must carry them out and those responsible for the site or the facilities is difficult.

For instance, works for which complex facilities must have their power supply shut off.

- Those works that cannot be carried out at the same time as other activities, because that could potentially cause risks or exacerbate them (domino or concurrent effect). For instance, work in ATEX zones.
- Work with accident hazard where, due to the manner or place in which it is performed, visual control of the workers or any potential accident rescue are difficult. For instance, work in confined spaces or work at height in difficult areas.
- Activities or processes that the regulations classify as dangerous or involving special hazards.
- Other works involving special hazards according to the criteria of the Applus+ Health and Safety Management System.

v. In those cases where Applus+ employees may need to use machinery, equipment and/or items that belong to the client, Applus+ employees shall be informed by the Client about their operation, risks and necessary safety measures. Additionally, the Client must give written consent to Applus+ employees using them and provide the aforementioned information in written form.

Applus+'s Obligations:

- i. Informing of any risks that the activities included in the Services may cause which may affect the personnel of concurrent companies.
- ii. Notifying the owners/managers of the workplace of any accident or emergency that may occur in relation to the concurrence of activities.
- iii. Supplying their employees with all the information available on the risks at that workplace and the appropriate precautionary measures, and monitoring their implementation.

23. MISCELLANEOUS

Partial Invalidity

If any provision(s) in these General Terms and Conditions is held invalid or unenforceable, the other provisions shall remain valid and enforceable. If any of the invalid, unenforceable or illegal provisions in the General Terms and Conditions became valid and legal after part of it was erased, that provision shall be applied with the amendments needed to make it valid, enforceable and legal, providing that this does not have an impact on the balance between the Parties regarding the provision of the Services.

Notices

Any communication between Applus+ and the Client shall be in writing, and (i) by personal delivery with written confirmation of receipt by the other Party or; (ii) delivered

through a Spanish notary public or (iii) registered fax (Burofax); or (iv) by any other means that ensures reliable evidence of the receipt by the recipient or recipients.

The communications and notices between the Parties shall be sent to the addresses stated in the Order or in the Specific Terms and Conditions .

Any changes to the addresses listed for notifications shall be promptly notified to the other Party, in accordance with the provisions of this clause. As long as a Party has not been notified of a change of address by the other Parties, the notifications sent to old addresses shall be valid.

Applus+'s employees

During the provision of the Services and up to the expiration of the warranty period, the Client shall not directly or indirectly make job offers to, nor hire, the employees of the Applus+ Group providing the Services, unless otherwise agreed in writing by the parties.

For the purposes of this provision, Applus+ Group employee means any employee who is under contract with any of the Applus+ Group companies before and during the performance of the Services.

Should the Client violate the prohibition set forth in this clause, the Client shall face a EUR 20,000 penalty from the pertinent Applus+ Group company for each Applus+ Group employee or former employee over whom the prohibition has been violated, without prejudice to the compensatory damages that the pertinent Applus+ Group company may be entitled to for the departure of the employee/s that the Client may have hired in violation of this clause.

24. APPLICABLE LAW AND COURT OF COMPETENT JURISDICTION

Any matter that may arise regarding the interpretation of and compliance with the Contract Documents shall be resolved in accordance with Spanish law and shall submit to the jurisdiction of the courts of the city of Madrid.