

Repsol Group's general terms and conditions for the contracting of services and/or works in Spain

Scope: Spain	Code: 02-00012DC
Owner: D. Procurement and Contracts	Revision: 7.0

Purpose

To regulate the relations between Repsol and its contractors. They are a part of the contractual documentation of the provision of services and/or work carried out.

Scope of application

The General Terms and Conditions for Contracting shall apply to all terms not expressly regulated in the Specific Purchase Conditions or the Call for Tenders.

Any exception made by the contractor to these General Contracting Conditions regarding an Order will only be valid if it is made in writing prior to the award and accepted in writing by Repsol.

The exceptions agreed on in this way shall only apply to the Order or contract for which they are agreed. They shall not apply to other Orders or contracts.

Framework regulations

- Norm on "Procurement and Contracts" (00-00046NO)

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1. Nature of general terms and conditions

The General Terms and Conditions for Contracting will be sent with the Call for Tenders. Contractors must confirm receipt and knowledge of these before or at the time of submitting the tender. The General Terms and Conditions for Contracting may be viewed directly at www.repsol.com. Both the Award Letter and the Order will refer to these General Terms and Conditions for Contracting and these Terms and Conditions will be considered to be a contract between parties.

The General Conditions of Contract will be applicable with respect to all those terms that have not been expressly regulated in the Particular Conditions of Purchase or in the Request for Offer.

Any exception to these General Conditions of Contract by the supplier in relation to an Order will only be valid if it has been made in writing prior to the award, and expressly accepted in writing by Repsol.

The exceptions agreed in this way will only be applicable to the Order or contract in relation to which they would have been agreed, not being extended to other Orders or contracts.

In no case shall the general terms and conditions for contracting established by the contractor, whatever their denomination, be applicable. In no case shall the conditions and specifications set forth by the Contractor within their work certifications, invoices or other documents exchanged between the parties be deemed applicable if they contradict the terms and conditions of the Order. They shall be considered not to have been submitted.

2. Definitions

For further clarity and understanding of these General Conditions, the following terminology is established:

- **Repsol:** Repsol Group Business acting as a contracting party in each provision of services and/or performance of work.
- **Contractor:** Natural or legal person who is the winning bidder for the provision of services and/or performance of work for Repsol.
- **Day:** understood as a calendar day unless expressly stated otherwise.
- **Purchasing Management Process:** Process that includes the specification of the need, negotiation, awarding and issuance of order.
- **Call for Tenders:** Set of documents issued by Repsol which include all necessary requirements for the Contractor to provide services and/or perform the work: tender of special terms and conditions, technical specifications, etc. In a broad sense, this is the group of documents that determines the contract terms to be established between the Contractor and Repsol.
- **Specific Conditions:** Set of documents issued by Repsol that establish, for each case, the specific terms and conditions of the relationship between the parties, exceptions or clarifications to these General Conditions or other documents included in the contractual documentation.
- **Tender:** All documentation required from the interested parties in order to obtain quotes under the terms of the call for tenders.
- **Award letter:** Document that expresses Repsol's decision to contract; it contains the terms and conditions governing the relationship between the parties either directly or by reference and these must be subject to acceptance by the Contractor when it modifies the terms of the Tender. If the Contractor accepts, the successful bidder must return the Award Letter signed within fifteen (15) days of its issuance. After that deadline, Repsol reserves the right to rescind the award, and the Contractor is entitled to no compensation whatsoever.

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In cases where the Award Letter states that the award is dependent on the subsequent signing of a Contract between Repsol and the Contractor, the Contract must be signed within the period stated therein or, if not stated, within thirty (30) days of issuance. After that deadline, Repsol reserves the right to declare the condition unfulfilled and may therefore rescind the award; the Contractor is entitled to no compensation whatsoever. The contract should abide by the content in the Call for Tenders, the Specific Conditions, the Award Letter and the terms accepted by Repsol as part of the Contractor's Tender.

- **Order:** Formal document issued by Repsol to the Contractor to implement the contractual relationship between the parties which addresses the prices, deadlines, and other conditions for the provision of services and/or performance of work. For matters not expressly provided for in the Order, the Award Letter, Specific Conditions, Technical Specifications, Call for Tender or other contractual documents will apply for everything that has not been modified by mutual agreement by both parties.

In these General Contracting Conditions, reference to the word Order will be understood as the set of these documents.

- **Personnel:** It applies to all persons involved in the provision of services and/or performance of work, regardless of their relationship with the Contractor, contractors or subcontractors.

3. Validity and precedence of contractual documentation

- 3.1.** Without prejudice to the provisions of Section 1 of the General Terms and Conditions for Contracting, if the Order contradicts the other documents that govern the relationship and there is no agreement between the parties on the disputed matter, the following order of precedence shall apply:

- The Award letter
- The Specific Conditions
- The Technical Specifications
- The General Conditions
- The Call for Tenders
- The clarifications made in writing by the Contractor subsequent to its bid and accepted by Repsol
- Tender

All of the aforementioned documents complement each other in such a way that all agreements and stipulations found within them constitute the content of the relationship between the parties, which must be interpreted by integrating all documents which comprise it.

The order of precedence stated in this provision shall apply if there is a discrepancy between the documents that comprise the relationship with the Contractor.

- 3.2.** The contractual relationship between the parties is perfected by the Award Letter accepted by the Contractor, at which time it is understood that the fulfilment of the agreed provisions is mutually enforceable by both parties without prejudice to agreements that could involve the parties for subsequent Orders.

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4. Contractor obligations and responsibilities

- 4.1.** The Contractor undertakes to provide services and/or perform work in accordance with the provisions of the Order and with the applicable laws and regulations.
- 4.2.** The Contractor shall provide the services and/or perform the work in a diligent, professional and careful manner in compliance with the good practices of reputable and leading companies in the field. The Contractor shall observe the applicable procedures, conditions and specifications in accordance with the nature of the services and/or work.
- 4.3.** The Contractor must comply with however many provisions are in force at all times that apply to them, especially those related to Labour, Social Security or Taxation, as well as those related to the Environment, Health and Safety, Workplace Risk Prevention and shall be compelled to accredit their compliance in the form and within the deadlines established by Repsol. In addition, in relation to the activities carried out by the Contractor at Repsol Group workplaces and facilities, the Contractor shall comply with Repsol Group internal practices and regulations, particularly the prohibition of alcohol and drug consumption. The Contractor must also comply with the Repsol Group regulations and internal practices applicable to the specific work or services contracted, even when they are carried out in the Contractor's facilities.

The Contractor also states that it complies and that, during the entire validity of the Order and while the rights and obligations arising from the execution of this contract are in force, it will comply with the applicable legislation on Sanctions and in any case with the legislation on Sanctions which applies to Repsol. In addition, it states that neither the Contractor the companies of its business Group, nor its subcontractors, nor the employees, directors and/or agents thereof (the "Related Persons") have been subject to Sanctions.

For the purposes of this document, Sanctions mean any restrictive measure, prohibition or embargo of a commercial (including that related to control of imports and exports), economic and/or financial nature issued or administered by a competent authority. Without limiting effects, the restrictive measures adopted or administered by the United Nations, the European Union and/or the Government of the United States, including the Office of Foreign Assets Control of the Department of Treasury (OFAC) shall be understood as included within the definition of "Sanctions".

In event of breach of the applicable legislation on Sanctions by the Contractor or its Related Persons, the Contractor must immediately inform Repsol of the aforementioned breach, and the provisions of section 20.1.1.m) of these General Conditions will apply.

- 4.4.** The Contractor shall respect internationally recognised human rights, which include at least the rights listed in the International Bill of Rights¹ and the principles concerning fundamental rights contained in the Declaration of the International Labour Organisation regarding fundamental principles and rights at work. They shall also comply with all provisions relating to ethical conduct and respect for human rights contained in the Repsol Group regulations and internal practices in force; specifically, they shall accept and comply with the guidelines for action which Repsol expects of its Contractors, which are included in the "Ethics and conduct code for contractors and its updates which can be consulted on the Repsol's Website (<https://www.repsol.com/en/sustainability/ethics-and-transparency/index.cshtml>)

Repsol reserves the right to engage in activities to verify the aforementioned code which require the participation of the Contractor. The Contractor must also implement the corrective actions deriving from the verification activities which Repsol has undertaken.

¹ The International Bill of Human Rights contains the Universal Declaration of Human Rights and the main instruments in which it is codified: International Covenant on Civil and Political Rights and International Covenant on Economic, Social and Cultural Rights.

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Likewise, Contractor declares that it knows and accepts the Repsol's zero tolerance policy on corruption (Anti-Corruption Policy 00-00461PO), accessible through the Repsol website ([https://www.repsol.com/es/sostenibilidad/politicas/politica-anticorrupcion / index.cshtml](https://www.repsol.com/es/sostenibilidad/politicas/politica-anticorrupcion/index.cshtml))

The Contractor undertakes during the execution of this Contract and while the rights and obligations deriving from it are in force to comply with the "**Anti-Bribery Laws**" which means all applicable laws relating to bribery, corruption, money laundering fraud or similar activities, including those: (a) of the country of incorporation of either of the Parties; (b) of any country in which the contract is to be performed (c) of Spain, including in particular the Criminal Code implemented by Organic Act 10/1995 of November 23; and (d) of the United States including in particular the Foreign Corrupt Practices Act 1977.

The Contractor represents and warrants that neither it nor any other member of the Contractor Group, employee, subcontractor, agent or any other intermediary acting on its behalf is being or has been investigated or convicted for any offence under the "**Anti-Bribery Laws**".

For this purpose, the Contractor represents and warrants on a best-efforts basis, the knowledge and to ensure that its employees, its business group, subcontractor, agent or any other intermediary linked to this agreement are in compliance with the obligations under this clause.

The Contractor shall immediately notify Repsol of any act that may be found as a violation of applicable "**Anti-Bribery Laws**" and obligations by the contractor, or its affiliates, or any of their directors, employees, Personnel, agent, subcontractor or any other intermediary acting on its behalf.

- 4.5.** The relationship between the Contractor and Repsol is of a commercial nature. The Contractor will act as an independent contractor in the provision of services and/or performance of work and will be fully responsible for the organisation of its company, human and material resources and hiring and monitoring of Personnel, exercising decision-making powers in accordance with the laws and regulations in force.

The Contractor shall appoint one or more supervisors within its organisation for any matters related to the provision of services and/or performance of work and report such appointments to the respective Repsol Coordinator.

- 4.6.** During the provision of services and/or performance of work, it will be the responsibility of the Contractor to request additional information needed from Repsol, inform Repsol of the difficulties encountered in the provision and/or performance of the work, and take the actions necessary to fulfil its contractual obligations on its own terms.

The Contractor must examine and check for defects, discrepancies and errors in any documentation, specifications or plans provided by Repsol. The contractor must confirm its knowledge of the soil's characteristics and of the climatic and hydrological conditions of the place where the work will be performed or service provided, thereby assuming responsibility for these factors.

- 4.7.** The Contractor will provide the material means necessary for the proper provision of services and/or performance of work contracted, without prejudice to the occasional provision of equipment and materials owned by Repsol when necessary to ensure the proper provision of the services and/or performance of work, though this ownership shall have no effect whatsoever on the obligations assumed.

- 4.8.** The Contractor shall submit all documentation as required by Repsol in the Order in the specified period, manner and quantity, as well as any other information or document of any kind that is necessary according to the current regulations applicable to the provision of services and/or performance of work. Documentation must be previously signed by the Contractor to demonstrate acceptance. Repsol reserves the right to verify the accuracy of the documentation and information submitted by the Contractor at its location or in the place Repsol indicates or requests; the Contractor must provide access to this information.

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Any verification of documentation will not diminish the responsibility of the Contractor.

4.9. The Contractor gives Repsol a guarantee that:

given the nature of the service to be performed, all materials and goods used in the provision of services and/or performance of work (i) are suitable for the intended purpose; (ii) comply with applicable regulations, especially environmental and safety requirements; (iii) there are no restrictions on the use of materials by the Contractor for the provision of services and/or performance of work for Repsol.

It guarantees that it has the intellectual or industrial rights required for the provision of services and/or performance of work or, where applicable, has the appropriate licences for it, and assumes any costs or expenses arising from them.

4.10. The maintenance, storage, handling and transport of all equipment and material used in the provision of services and/or performance of work, along with any related expenses, is the responsibility of the Contractor, including any equipment or material provided by Repsol for the execution of the Order until they are returned to Repsol and assuming, if applicable, the liability for any loss or damage caused to them.

4.11. The Contractor shall bear the risk of loss of the contracted work or object of the Order until Provisional Reception.

4.12. The Contractor shall be obliged to construct, provide and maintain the temporary facilities and auxiliary buildings for offices, warehouses and/or workshops or other structures necessary for the execution of any Order to be located within Repsol facilities, and shall assume the cost of doing so. All such structures should be located in areas designated by Repsol.

All elements mentioned in the previous paragraph shall be removed by the Contractor as soon as they are no longer necessary and, in any event, within fifteen (15) days following termination of the provision of services and/or performance of work, the affected land and facilities being restored to their former state.

After that deadline, Repsol may carry out the restoration, the Contractor being liable for all costs and compensation for the damages caused.

4.13. The Contractor is obliged to indemnify Repsol and hold it harmless from any damages, costs or losses, including the legal defence costs which it may directly or indirectly suffer deriving from any inaccuracy, omission or lack of veracity in its statements and/or the implementation of the Order, and in particular from those related to the infringements of the applicable regulations, infringements of industrial and intellectual property rights of third parties, confidentiality obligations, damage to the properties or injuries, and administrative, work-related or other types of sanctions.

4.14. In cases in which the condition of Contractor is held by a temporary joint venture, joint property or any other entity devoid of a legal status of its own distinct from that of its components, the liability that might arise from the order shall be joint and several between the people who comprise it, and Repsol may bring proceedings, indiscriminately or individually, against any of them to demand full compliance with all obligations and liabilities arising from this Order, without prejudice to Repsol's ability to target the operating fund as well as the entities' revenue generated by their activity, deposited in bank accounts in their name.

In cases in which the condition of Contractor is held by a group of financial interests, partnerships or any other entity with its own legal status distinct from that of its components in which the people that comprise it must assume unlimited liability for the shared debts, any liability to Repsol arising from the Order shall be joint and several between the entity and each person comprising the latter, and Repsol may bring proceedings, indiscriminately or individually, against any of them to demand full compliance with all obligations and liabilities

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arising from this Order, without prejudice to Repsol's capacity to target the operating fund as well as the entities' revenue generated by their activity, deposited in bank accounts in their name.

The liability with regard to Repsol of the people who make up these entities, with or without legal status, shall persist beyond the winding-up of the entities.

- 4.15.** Contractor shall inform Repsol of its condition of significant shareholder, where applicable, understanding as such any shareholder that holds share capital from Repsol, S.A. in an amount equal or higher to what is deemed as significant in each moment and that are duly represented in the Board of Directors. Likewise, Contractor shall inform Repsol of any conflicts or disputes, as well as of any circumstance from which a conflict of interest with any entity of the Repsol Group may derive.
- 4.16.** Contractor shall carry out periodic revisions of its procurement, to promote continuous improvement. Likewise, Contractor shall cooperate with Repsol in the quality or performance evaluation processes Repsol may promote, even after finalisation of the Order.

5. Corporate liability

- 5.1.** In accordance with the provisions of Section 4.5, the Contractor will act as an independent contractor in the provision of services and/or performance of work, and shall assume full responsibility for the organisation of the human and material resources, assuming full responsibility for the provision of services and/or performance of work. In no case shall Repsol have any obligation regarding or labour relationship with the aforesaid Personnel.
- 5.2.** The Contractor shall assume sole responsibility for compliance with all labour, Social Security and government provisions currently in force or which may become effective during the provision of services and/or performance of work which affect labour relations with its Personnel, expressly exempting Repsol of all liability arising from non-compliance.
- 5.3.** The Contractor is obliged to institute and disclose to its Personnel its own Labour Regulations, Work Methods and Safety Standards.
- 5.4.** The Contractor shall ensure that all Personnel hired are suitable and properly qualified. If it is necessary to replace any of the assigned Personnel, after notifying Repsol, the Contractor shall appoint the substitute, but in no case should such circumstances affect the proper provision of services and/or performance of work, for which the Contractor shall be solely responsible.
- 5.5.** All Contractor Personnel providing services in Repsol facilities and workplaces must have the correct identification of the Contractor; this identification must be worn in a visible place. Furthermore, in order to preserve Repsol's reputation, they shall interact in a proper manner with all persons, whether users, owners, government agencies, local authorities or representatives.
- 5.6.** The Contractor will guarantee Repsol adequate training of Personnel for handling, correct operation, conservation and maintenance of goods, materials and/or equipment necessary for the provision of services and/or performance of work, assuming responsibility for their use and operation as well as any damages resulting thereof.
- 5.7.** The Contractor shall assume sole responsibility for the safety of Personnel.
- 5.8.** The Contractor is responsible for the timely payment of wages, social security and all other compensation to be received by Personnel.

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- 5.9.** Where appropriate, Repsol may discount from the invoices pending payment to the Contractor the amounts that were due to Repsol as a consequence of non-compliance of the Contractor with regard to Personnel.
- 5.10.** The Contractor guarantees Repsol and Companies belonging to its Group indemnity in the event of Personnel labour claims, including compensation for dismissal, which will be defended and settled by the Contractor; the latter will also bear defence costs and the amounts or declarations for settlement or contents of rulings in favour of the party filing claims.
- 5.11.** The Contractor will exempt Repsol from liability for the obligations that the Contractor has or acquires in relation to third parties. The Contractor shall be liable for any damages caused to Repsol or third parties by its own or its Personnel's actions or omissions as a result of the provision of services and/or performance of work.

6. Occupational risk prevention and coordination of business activities

- 6.1.** The Contractor shall comply with all provisions in force regarding Occupational Risk Prevention.
- 6.2.** The Contractor shall appoint a duly qualified safety supervisor who shall ensure compliance with all Occupational Risk Prevention, Safety and Health regulations in force, as well as the additional internal requirements and regulations implemented in this area by Repsol at any time in the workplaces where the services must be provided.
- 6.3.** If the Contractor performs all or part of its services in Repsol workplaces concurring with the activity of the Company and on occasion that of other businesses and independent workers, the following shall apply:

Before the start of the provision of services and/or performance of work, Repsol shall provide the Contractor with sufficient information in writing about the risks of the workplace in which the services are to be provided and/or works performed which may affect the activities of the Contractor. Repsol shall provide instructions for the prevention of risks in the workplace that may affect Personnel and the measures to take in an emergency situation.

The Contractor shall consider such information when evaluating the risks of their own activities and in planning its own preventive activity and shall abide by the instructions and orders issued by Repsol regarding occupational risk prevention.

Before the start of the provision of services and/or performance of work, the Contractor shall provide Repsol and the remaining companies and independent workers working in Repsol facilities with sufficient information in writing on the specific risks of the activities to be carried out that could affect them, particularly the risks that may be magnified or modified by concurrent activities within the same workplace.

Once Repsol receives this information, it will then provide the Contractor with instructions for the prevention of hazards in the workplace that may affect its Personnel and the measures to be applied in case of an emergency.

7. Repsol's obligations and responsibilities

- 7.1.** Repsol undertakes to pay for the services and works performed according to prices and conditions specified in the Order.
- 7.2.** Repsol shall appoint a Coordinator to address any issue relating to the provision of services and/or performance of work.

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7.3. Repsol agrees to provide documentation and means and/or materials for which it is responsible under the Order.

8. Place and time of executing order

8.1. The services and/or works shall be executed at the place and time and with the quality and manner established in the Order, taking the deadlines as fixed.

8.2. When the nature of services and/or works to be provided and/or performed so requires, these will be provided and/or performed in Repsol workplaces. Access to these workplaces, recording entries and exits, the safety regime of premises, hours, etc., are subject to the "access control system" established for this purpose by Repsol, without prejudice to the Contractor's power to manage Personnel. The Contractor will communicate the Personnel information necessary to facilitate access to the workplaces, informing its Personnel of the provision of information to Repsol and obtaining their consent in all cases. The Contractor will hold Repsol exempt from any liability arising from this lack of valid and informed consent.

8.3. In cases in which Personnel must access Repsol facilities and make partial use of Repsol's logical and physical assets, the Contractor and Personnel will be required to comply with the Repsol Group's Internal Regulations applicable to temporary users of these assets as well as all other applicable regulations in order to ensure the confidentiality of Repsol and other Group companies' information and Repsol's ownership of the latter.

8.4. In the event of a delay, the Contractor shall be in default and no notice of default from Repsol shall be necessary; Repsol may apply the penalties that would have been established and demand the liabilities arising from any damage and/or injury or terminate the Order according to the provisions of Clause 20.

8.5. Repsol may change the execution schedule or order the temporary suspension of services and/or works by notifying the Contractor at any time, indicating the estimated time the execution will be halted, and any service and/or work will be immediately interrupted.

Repsol and the Contractor shall agree on the consequences, if any, resulting from changing the execution schedule or temporary suspending services and/or works in the conditions and cases referred to in the preceding paragraph.

9. Information obligations and delivery of documents

9.1. At Repsol's request, the Contractor shall deliver the documentation listed below. It shall also keep this documentation updated.

- i. Government authorisations that authorise it to exercise the contracted activity, including registration for business tax or, if applicable, the payment receipt for the current year.
- ii. Social Security clearance certificate issued by the competent governmental body, as well as an express statement which declares that the Contractor does not benefit from any debt deferment agreement with Social Security.
- iii. Roster of Personnel that will be providing the services and/or performing the works, specifying complete individual names, occupation, as well as type of the employment contract with the Contractor.
- iv. Proof of payment of Social Security contributions, TC1 and TC2, for Personnel.
- v. Certification issued by the Contractor, at Repsol's request, certifying the payment of wages to Personnel owed under the applicable regulations or agreements.
- vi. Copies of Personnel remuneration payslips.

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vii. The required authorisations to reside and work in Spain for any foreign Personnel.

The Contractor is obliged to inform Repsol of any deferred payments and/or payments in instalments it has requested from the Social Security.

9.2. When the Contractor is resident in Spain it must submit to Repsol, before the first payment, a certificate, issued by the Tax Agency proving that it is up to date with its tax obligations as set out in article 43 of Law 58/2003, of 17 December, General Tax Law or the regulation that substitutes it.

As long as the Contractor continues to provide its services or execute the work, it will renew and submit this certificate within twelve (12) months from the dates of its first issue and of its subsequent renewals. If the Contractor does not submit the aforementioned certificate, payment of the invoices will be suspended until the documentation is delivered to Repsol.

The Contractor is obliged to inform Repsol of any deferred payments or payments in instalments it has requested from the Tax Authorities.

No invoices shall be paid if the Contractor fails to comply with the requirement in the previous paragraph, this failure being understood to preclude the existence of any obligation.

9.3. In the case of Contractors resident in a country with a Double Tax Treaty (DTT) in force with Spain, the Contractor shall provide Repsol with an original certificate of fiscal residence issued by its tax authorities within the meaning of the treaty. The certificate shall be renewed annually. Failure to provide the tax residence certificate implies that the provisions of the DTT shall not apply. Instead the Spanish regulations on Non-Residents Income Tax shall apply.

10. Reception of the services and/or works and warranties

10.1. Reception of services

The provision of services will commence on the date set for this purpose and will last for the time established in the Order. Throughout the entire period of validity of the Order, Repsol will continuously monitor the fulfilment of the Contractor's obligations and the compliance with agreed service levels. In no case shall Repsol's monitoring diminish the Contractor's responsibility for the provision of services.

During monitoring, should Repsol observe non-compliance of the Contractor's obligations or of the agreed quality levels, the Contractor shall be obliged to take the necessary corrective measures. Failure to adopt such corrective measures may result in the termination of the Order at the behest of Repsol and/or in contracting a third party to perform the required services at the expense of the Contractor.

The Contractor shall notify Repsol upon completing provision of the service in order to allow the verification of compliance with the requirements of the Order.

10.2. Reception of works

Provisional Reception

After the work is completed and all required documentation is delivered and if the execution is correct, and all of the facility tests are successfully passed, Repsol shall prepare a Provisional Reception Certificate expressing its conformity with the terms and conditions in the Order, recording the works actually executed, their effective commencement and completion date and any other necessary observation. Upon signing this Provisional Reception Certificate, the established warranty term shall become effective. The Provisional Reception Certificate shall be signed in acceptance by the Contractor.

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Before signing the Provisional Reception Certificate, the Contractor shall deliver a complete and up-to-date collection of all documents relating to the work performed to Repsol.

Should the work performed be deficient in any way, this shall be recorded in the list of pending jobs, which will become a part of the Provisional Reception Certificate. The Contractor shall then proceed to correct it within the prescribed period.

The Contractor shall redo, at its own expense, any work that is defective due to the Contractor's errors or omissions. Likewise, the Contractor shall bear the expenses for the repair, modification or replacement of the materials required to correct these errors or omissions.

If the work done is not corrected, Repsol may take it upon itself or contract a third party to carry out the corrections, albeit at the Contractor's expense.

These obligations will also be required during the warranty period.

Warranty Period

Unless otherwise established in the Order, the Warranty Period for the work and, if applicable, for the services object of the Order will be 12 months counting from the Provisional Reception. The obligation and warranty period will exist regardless of inspections that Repsol was able to perform during execution of the work.

The Contractor shall bear the cost of all repairs, corrections and necessary expenses incurred due to defects in materials, lack of quality or any other circumstance. This also includes defective or unsatisfactory work carried out by the Contractor within the Warranty Period. The warranty term shall be interrupted for the time needed to make repairs or replacements, which in turn shall have a warranty for a period of 12 months counting from their completion.

Final Reception:

Once the warranty period has ended and provided Repsol has no claims pending resolution by the Contractor, Final Reception will take place. Upon signing the Final Acceptance Certificate, Repsol will reimburse the Contractor with the securities provided not affected by expenses charged to them.

Once Final Acceptance takes place, the Contractor's responsibilities contained in the Order will cease, with the exception of latent defects, other responsibilities under the applicable regulations, and other commitments effective at the time.

10.3. Non-compliance of obligations by the Contractor

When the Contractor has not taken the appropriate corrective actions or does not resolve problems with the required diligence, Repsol may (i) carry out execution and/or corrective actions on its own or through third parties and charge the Contractor for all costs and expenses that arise from these actions. (ii) reject all or part of the services and/or work, demanding in this case the return of all amounts paid, with the Contractor assuming any costs that may arise.

To recover costs, expenses or liabilities arising from the events or situations referred to in this clause as well as from any other liability arising from other non-compliance of the contract, Repsol may deduct these amounts from the invoices pending payment to the Contractor, withhold pending payments and execute the financial or bank securities. The payment or deduction of such expenses shall not relieve the Contractor of its obligations and liabilities arising from the Order.

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11. Inspections

- 11.1.** The Contractor shall perform its own inspections during the provision of services and/or performance of work to ensure that all requirements specified in the Order are met.
- 11.2.** Through a competent Controlling Body, the Contractor shall inspect any goods, equipment and/or material used to execute the Order that are subject to legal requirements (technical, safety, environmental norms, etc.) and/or as specified in the Order.
- 11.3.** Throughout the entire period of validity of the Order, Repsol will continuously monitor the fulfilment of the Contractor's obligations and compliance with agreed service levels.
- 11.4.** Repsol reserves the right to perform inspections of materials and goods used in the execution of the Order both in the Contractor's and Subcontractors' facilities. The Contractor shall notify its subcontractors of this circumstance in writing. To do so, Repsol will appoint inspectors who shall have unrestricted access to the Contractor's workshops and processes.
- 11.5.** Repsol reserves the right to verify the accuracy of the documentation and information submitted by the contractor at its location or where Repsol so indicates or requests. To do so, Repsol will appoint inspectors who shall have unrestricted access to the supporting documentation.
- 11.6.** No Repsol right to inspect will reduce the Contractor's liability.

12. Environment

- 12.1.** Depending on the nature of the service or work:

12.1.1. The Contractor shall comply at all times with the environmental regulations in force (European, national, regional or local) or that may be issued during the provision of services and/or performance of work, as well as with Repsol Group's specific safety and environmental regulations.

12.1.2. The Contractor undertakes to ensure all Personnel contribute to the proper management of waste and actively participate in the implementation of energy saving measures. The Contractor undertakes to distribute and enforce the information provided by Repsol among its Personnel.

In the provision of the services and performance of the contracted works, the Contractor agrees to promote and make its staff comply with the information which, where appropriate, Repsol supplies with regard to:

- i. implementation of the energy-saving measures
- ii. reduction of waste generation
- iii. proper segregation and management of its waste in accordance with current regulations.

The Contractor acknowledges familiarity with:

- The Repsol facilities where it will execute the provision of services and/or performance of work, the existing natural resources and their corresponding services.
- the risks of possible impacts or environmental damage arising from services and/or works performed by the Contractor for existing natural resources and the services of these resources.
- To this end, the Contractor shall implement procedures to identify, measure and record the environmental risks arising from services and/or work that it provides and/or performs, adopting the necessary preventive measures. Repsol shall have the right to check and inspect these procedures at any time, as

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well as the preventive measures implemented. It shall also be able to require that the Contractor implement an Environmental Monitoring Plan that includes such procedures and measures.

12.2. For any incident or circumstance that may have an environmental impact the Contractor shall:

Reveal any circumstance or environmental incident that it may observe, as well as not hide the facts, circumstances or consequences of an environmental nature, all without prejudice to the legal obligations to communicate the incident to the corresponding Government.

Take immediate steps to prevent or mitigate any environmental impact, and report the latter to Repsol.

Repsol may take action for recourse against the Contractor and may claim all or part of what is owed to the Contractor as a consequence of the services provided and/or works executed by the Contractor:

- the competent Government imposes an administrative penalty on Repsol, and/or
- Repsol is obliged to pay compensation for damage caused to third parties (both to individuals as well as that required by the Government) and the cost of preventive measures, avoidance and repair required by the competent government.

To this end, Repsol may offset such amounts with the amounts of outstanding Contractor invoices, withhold pending payments and execute the financial or bank securities. The payment or deduction of such expenses shall not relieve the Contractor of its obligations and liabilities arising from the Order.

In these cases, Repsol may also require the Contractor to assume its legal defence and all related expenses.

13. Price, taxes and other financial obligations

13.1. The prices included in the Order are fixed and cannot be revised without express indication to the contrary.

13.2. When the Order includes the payment of advances, and except when the contracting area indicates otherwise, such payments shall be made upon the delivery of a guarantee on first demand for the amount of the payment, according to the guarantee model in Appendix I, issued by a bank accepted by Repsol, or other guarantees in terms and conditions acceptable in the exclusive criterion of Repsol. In all cases, the advance must be invoiced by the Contractor under the conditions established by current regulations.

13.3. The payment shall not entail the relinquishment of any rights that may correspond to Repsol nor approval of services and/or work performed.

13.4. All the taxes of whatever type, present or future, applicable to the provision of the services and/or the performance of the works shall be borne and paid by the Party legally responsible.

14. Method and period of payment

14.1. All payments shall be made sixty (60) calendar days from the date of the invoice, on the payment days established by Repsol, or on the following working day (if it is a non-working day). The invoice shall be issued on reception of the services and/or works covered by the Order. The Contractor must submit the corresponding invoice and deliver the documents demonstrating the provision of services, the performance of the work and/or the compliance of the conditions as set out in the Order as prerequisites for payment.

14.2. The Contractor must ask Repsol for the corresponding Order number in order to include it in the invoice, as well as in all the communications it has with Repsol as a consequence of the Order.

14.3. The preferred means of invoicing the provision of the services and/or the performance of the works shall be self-billing, by which Repsol shall issue the invoice on behalf of the Contractor. If self-billing is not possible,

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the Contractor must issue the invoices by electronic means, using for that any of the electronic formats accepted by the Repsol Group.

For the purposes of correctly issuing the self-bill, where appropriate, the Contractor must in good faith tell Repsol whether they have opted for the VAT cash accounting scheme. .

- 14.4.** In the absence of express provision in the Specific Conditions or in the Order, the method of payment will be by means of bank transfer.
- 14.5.** Payments will be made in euros, unless the Order expressly states another currency.
- 14.6.** The Provisions set out in this clause may be object of modification or implementation in the Specific Conditions. In particular, Repsol may accept inferior terms for the payment of invoices, provided they are associated with the recognition by the Supplier of a discount for prompt payment.
- 14.7.** Subject to the compliance of the suitability requirements set out by the Repsol Group, the Supplier may take part in the Repsol Group's confirming programs
- 14.8.** Repsol may apply to the payment of the amounts owing by reason of the Contract, any balances which may exist in favour of Repsol, arising from the Contract or from any other legal relation of the Supplier with Repsol or with any other Company of the Repsol Group (Company of the Repsol Group being understood in the sense of article 42 of the Trade Code), and this provided that both debts have matured, are net and callable, the credit has not been assigned with the debtor's consent and that there is no withholding or claim by a third party weighing on them which has been notified to the debtor and they are not subject to withholding or payment on account for any income tax in Spain or in the other countries.

To that end, the Supplier gives its irrevocable consent in order that those payment obligations of any Company in the Repsol Group may be assigned to Repsol in order to proceed with the compensation

15. Guarantees and other sureties

- 15.1.** In accordance with the nature of the services provided and/or the work performed, Repsol may request the following sureties:

Guarantees

- Surety for advance payments: shall be provided by the Contractor in the event of prepayments by Repsol. The amount of the surety shall be equal to the amount of the advance. This surety shall be established using the guarantee model in Appendix I and shall be progressively reduced as the amount advanced decreases.
- Performance surety: established by the Contractor to guarantee compliance with all of its obligations under the Order, as well as the responsibilities arising therefrom, starting with the Award Letter until the expiration of the guarantee period and for the amount established in the Order. If the guarantee has a maturity date before the expiration of the warranty period, the Contractor shall be obliged to extend it one month prior to the expiry of the guarantee. This surety shall be established using the guarantee model in Appendix II.
- Guarantee of the controlling company will be established by the supplier's controlling company, previously accepted by Repsol, to guarantee the compliance of the obligations arising from the contract, as substitution of the sureties mentioned in this section 15.1. That surety shall be established using the guarantee model of the controlling company in Appendix III

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15.2. Guarantee withholding:

Without prejudice to other withholdings provided for in these General Conditions, the withholding of each invoice amount as a guarantee shall be established in the Order.

The withholdings referred to in this section shall remain withheld as long as the deadline of the expiration of the warranty period is not reached.

- 15.3.** The Contractor agrees to maintain the guarantee valid during the entire time of the Order and the Warranty Period. Any non-compliance of this obligation, as well as any failure to renew or extend the guarantee in time, shall entitle Repsol to enforce the guarantee for its full amount, and the security that this guarantee represents is thereby replaced by the withholding of that amount as a guarantee of fulfillment of the obligations guaranteed.

16. Insurance

- 16.1.** Notwithstanding the liabilities that it has assumed under the Order and without this clause limiting this, the Contractor will subscribe and maintain in effect at the Contractor's expense and at all times during the course of the services and/or performance of the work, and with companies of renowned financial solvency, the insurances listed herein below. The amounts of such insurances will never be lower than those mandatory as per the current laws. It is understood that the amounts of those insurance shall never be lower than those mandatory as per current laws and regulations. No obligations as to indemnification set out in the Order shall be affected due to payment thereof.

- 16.1.1.** Sickness and occupational accident insurance of its employees assigned to the service provision and/or performance of the work, in accordance with applicable laws, including the laws of the state of origin of its expatriate employees.

- 16.1.2.** Employer's public liability insurance including, among others, public liability for employers, products and post-works, professional, cross liability and accidental pollution and contamination, with a limit fixed in the Specific Conditions of each Contract in euros per occurrence and with a minimum amount of 4,000,000 euros per occurrence and year. The aforementioned insurance shall, with respect to liabilities assumed by the Contractor under the Order, include Repsol as additional insured, without affecting its status as third party.

For activities listed below, the minimum insurance limit of the insurance will be 1,000,000 euros per occurrence and year.

- Prevention services, general services and maintenance associated with offices (including hotel and catering, and management and custody of documents).
- Marketing, Publicity and Organisation of events.
- Technological collaboration with teaching institutions. Software licences with support or maintenance and analysis at laboratory.

- 16.1.3.** If the provision of services and/or performance of work is carried out at sea, on platforms, in marine terminals, etc., Maritime Liability Insurance with a minimum limit of 4,000,000 euros per occurrence and year.

- 16.1.4.** If the provision of services and/or performance of work is carried out on airport premises, Aviation Public Liability Insurance with a limit no less than that required by the airport operator is required.

- 16.1.5.** Environmental Liability Insurance with a limit that as minimum shall be 4,000,000 euros per occurrence and year, for the activities listed below:

- Manufacture, operation, handling, storage and/or supply of hydrocarbons.

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- Processing and removal of waste.
- Lease of land or own industrial facilities.

16.1.6. When leased goods or equipment are going to be used, insurance for damage to the leased goods/equipment by or the property of the Contractor, with a limit of not less than their replacement value.

16.1.7. Whenever aircrafts (including helicopters) are necessary for the provision of the services and/or performance of the work:

- Aircraft Liability Insurance (including helicopters) with a limit not less than 10,000,000 euros per occurrence and year.
- Ordinary hull and complimentary war insurance for the replacement value of the aircraft and their appurtenances.

16.1.8. Whenever watercrafts are necessary for the provision of the services and/or performance of the work:

- Hull and machinery insurance for the replacement value of the watercraft and their appurtenances.
- Protection and Indemnity Insurance (Owner/Charterer), with a Club of the International Group, standard entry conditions, including coverage for pollution and contamination.
- Little watercrafts without entry in a P&I Club, will subscribe Watercraft Public Liability Insurance with a limit not less than 5,000,000 euros per occurrence and year.

16.1.9. If necessary, Transport Insurance for the goods and/or equipment object of the Order, in accordance with the purchase conditions and Incoterms that are agreed in the Specific Conditions.

16.2. Contractor shall, prior to the beginning of the provision of the services and/or the performance of the works furnish to Repsol a certificate of insurance subscribed and receipts or proof of being up to date in the payment of the respective premiums. This certificate shall be included in the Order as an Appendix. The Contractor shall issue Repsol a new certificate when the insurance requested in the Order is renewed and at any time when required by Repsol.

16.3. The Contractor is bound to notify Repsol in writing of any incident affecting the validity and conditions of the insurance subscribed.

16.4. The Contractor shall keep this insurance in force until the expiration of the Warranty Period.

16.5. In any case, Repsol shall never be responsible for limits, deductibles or limitations in the terms and conditions of the Contractor's policies.

16.6. All insurance referred to in section 16.1 of this clause shall include a provision whereby the insurers agree to waive their rights of subrogation against Repsol.

16.7. The Contractor shall be liable to require the subcontractors to maintain the same liability and insurance policy as required to Contractor. However, no Contractor liability against Repsol shall be exempted

16.8. All insurance policies referred to in section 16.1 of this clause shall be primary to any other insurance that Repsol may subscribe.

16.9. As soon as either party is aware of any circumstance which may give rise to a claim under the insurance policies referred to in this clause, it shall give written notice of such circumstance to the other party and the incident shall be notified to the respective insurance company. Each party shall provide the necessary assistance for the notification, preparation, negotiation and resolution of incidents.

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16.10. The insurance required in section 16.1 of this clause may be covered by existing insurance programs or policies, and also by combining these with individual, primary, umbrella and/or excess policies.

17. Penalties for non-compliance

17.1. Penalties for non-compliance by the Contractor or for non-compliance of agreed service levels shall be governed by the provisions of the Order and shall have a punitive nature and shall be completely independent of the existence of damages or injuries.

In all cases, the penalties shall be applied without prejudice to the right of Repsol to enforce the Order and/or compensation for the damage and/or injury sustained.

Repsol may deduct the penalties that may be applicable from Contractor's outstanding invoices or enforce the guarantees, without prejudice to other means of enforcing them.

The payment or deduction of such penalties and expenses shall not relieve the Contractor of its obligations and liabilities arising from the Order.

18. Subcontracting

18.1. The Contractor may not subcontract the execution of the Order, in full or in part, without prior written consent from Repsol. The same obligation applies to authorised subcontractors. Without this authorisation, a subcontractor will not be recognised as authorised and this will constitute grounds for termination of the Order.

Provider will only request authorisation in respect of the subcontractors who, in its reasonable professional opinion, possess the appropriate structure, material means and personnel to carry out the Order. Repsol does not verify or validate any quality of the subcontractor when issuing its authorisation.

In the cases where building works are contracted, the Contractors may only hire subcontractors who satisfy the conditions set forth in Law 32/2006 on Subcontracting in the Building Industry and in the regulations that develop it.

18.2. Any subcontracting proposed by Contractor is driven solely by Contractor's own interest. At all events, subcontracting will not generate any contractual relationship whatsoever between Repsol and the subcontractors and will not vary in any form Contractor's direct liability regime nor will it exonerate Contractor from its liabilities and contractual obligations.

Contractor is directly liable before Repsol for all actions, infringements or negligence from any of the subcontractors, their agents and Personnel. Contractor will hold Repsol harmless from any breach of subcontractors, indemnifying Repsol for any damage caused by a subcontractor.

The Contractor shall obtain the explicit relinquishment of the right to file direct claims against Repsol under Article 1597 of the Civil Code from the subcontractors.

18.3. All Contractor's obligations and responsibilities shall also be required by the Contractor of authorised Subcontractors, who must provide proof of acceptance compliance to Repsol if requested. Contractor is directly liable before Repsol for the compliance of Subcontractors

19. Order assignment and transfer of credit

19.1. The Contractor shall not assign all or part of the Order or any of the obligations under the Order without Repsol's prior consent.

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19.2. The Contractor may only assign credits and pledges or enter into factoring agreements on the credits resulting from the provision of services and/or execution of work or any other type of disposition of credits to which it has a right under this Order once Repsol has authorised this in writing, prior to each provision. An essential requirement of this authorisation shall be the recognition and acceptance by the assignee or the beneficiary of the corresponding pledge or act of disposal that will also be subjected by Repsol to each and every one of the Personal exceptions and any others arising from the Order that are enforceable against the Contractor. In particular, payment to the assignee shall only be made when the Contractor has no compensable debt or seizures prior to the due date of payments.

20. Termination of order

20.1. Termination of Order due to non-compliance

Either party may terminate the Order in the event of non-compliance by the other of any of the obligations set forth in the Order. The following shall especially be grounds for termination at the request of Repsol without limitation and in addition to those established by law:

- a) Existence of serious inaccuracies in the information provided by the Contractor in terms of its business organisation, compliance with the legislation on Sanctions and its ability to execute the Order or any other aspect of the provision of services and/or performance of works.
- b) Failure to execute the services and/or work object of the Order within the period and under the other conditions set forth therein, or the defective execution with non-compliance of the agreed guarantees or other aspects of the Order.
- c) When, for reasons attributable to the Contractor, the services and/or works are suspended, halted, or there is no continuity or due diligence in their execution, even if these events are due to strikes or conflicts within or outside of the Contractor's company.
- d) Non-compliance by the Contractor of the present General Conditions or the documents which are part of the Order.
- e) Failure to deliver all relevant documentation related and/or deriving from the provision of services and/or performance of work on time.
- f) Failure to deliver to Repsol, if requested, the labour documentations referred to in Clause 9, Section 1 of these General Conditions of Purchasing.
- g) Non-compliance with Occupational Risk Prevention, Safety, Health and Hygiene, Environmental (including legislation on waste management) and any other applicable regulations.
- h) Non-compliance with the confidentiality obligations or infringement of intellectual or industrial property rights of third parties, as well as non-compliance by the Contractor or its Subcontractors with their labour or social security obligations.
- i) Failure to deliver guarantees or securities, or their non-renewal or expiration, for any reason, prior to the fulfilment of the obligations guaranteed.
- j) The inter vivos or mortis causa sale or transfer of the Contractor's company or partnership or its transformation into another legal entity without the written approval of Repsol.
- k) Assignment or subcontracting without Repsol's consent
- l) Non-compliance with the Ethics and Conduct Code for Contractors.

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- m) Non-compliance by the Contractor or its Linked or Related Persons of the legislation on Sanctions or Anti-Bribery Laws.

If there is non-compliance, then the Order shall be terminated and void from the date on which either Party notifies the other of its decision in this regard.

In cases in which the Order is terminated at Repsol's behest, it may, in addition to any others legally permitted, take all or some of the following measures:

- a) Suspend outstanding payments.
- b) Enforce the sureties constituted by the Contractor.
- c) Withhold any goods and items of the Contractor under Repsol's control.

20.2. Termination of Order at Repsol's behest:

Repsol reserves the right to rescind the Order unilaterally by means of a notification to the Contractor. In this case, both parties shall reach a common agreement as to the consequences arising from this early termination.

Neither party shall be liable to the other in any circumstance for any indirect and/or consequential damages, loss of profits or loss of production or contracts.

20.3. If the Order is terminated without the work being fully completed, and provided that the property did not already belong to Repsol, Repsol reserves the right to request the Contractor to deliver the partially executed works as they are.

20.4. If a Contractor files for bankruptcy in accordance with the Bankruptcy Act in force, Repsol shall be entitled, within thirty (30) days of becoming aware of said filing, to demand that the Contractor provide evidence, within ten (10) days from receipt of notice of that demand, that:

- It has the sufficient and necessary materials and personnel to continue executing the Order, for which it must provide proof.
- It has the financial means to execute the contracted work to its completion, for which it will submit a bank guarantee issued by a Bank with offices in Spain, on first demand and expressly waiving the benefits of discussion, order and division based on the guarantee model Repsol has established at the time to Repsol for the total amount of services or works to be delivered, or any other security accepted by Repsol, to ensure fulfilment by the Contractor of all its contractual obligations.

Should the Contractor fail to provide all the evidence requested herein within the ten-day period, Repsol shall be entitled to terminate the Order, and to be compensated by the Contractor for any damages caused by the aforesaid resolution.

21. Force majeure

21.1. None of the parties shall be held liable for non-compliance or non-fulfilment of their duties under the Order when they are delayed or made impossible by an event of Force Majeure. Force Majeure means all cases in which unforeseen circumstances occur, or circumstances that were foreseen but inevitable, that do not depend on decisions of the parties or that are beyond their control, and cannot be avoided by them and lead to the impossibility of fulfilling, in whole or in part, the obligations of the parties or make fulfilment extremely onerous for the affected party, provided there is no negligence or fault by the affected party.

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- 21.2.** The suspension of contractual duties shall last as long as the Force Majeure event takes place. The affected party shall immediately inform the other no later than 48 hours after the Force Majeure case occurs, and make reasonable efforts to resolve the cause of the suspension in the shortest time possible.
- 21.3.** If the Force Majeure event persists in such a way that it thwarts provision of services or performance of work within Repsol's deadlines, or in any case if it lasts more than three months, the party that is not affected by this situation may, with prior notice of fifteen (15) days, terminate the Order.
- 21.4.** In no event shall the Contractor's contractual responsibilities be suspended due to any strike by its Personnel in providing services and/or performing the works. Repsol will be free to suspend the Order and contract a third party to provide service and/or performance of work involved, paying the extra costs caused by these circumstances.

22. Data protection and Data processing

22.1. Protection of information

Any information owned by Repsol to be handled by the Contractor's Personnel throughout the execution of the Order, regardless of the medium on which it is stored, processed or transmitted and of its format, should be protected by the Contractor, in accordance with both the legal and regulatory framework applicable in the country or countries involved, with regard to the location, if applicable, of the means used by the Contractor, and in the Repsol Group Internal Regulations, so as to ensure its proper security, by ensuring its confidentiality, integrity and availability.

22.2. Confidentiality of Information and Documents

All information provided by Repsol to Contractor or any information Contractor may have access to during the execution of the Order shall be exclusively used by Contractor for the purposed of the execution of the Order, regardless of their nature or medium in which it was revealed. Any reproduction, distribution and public communication of such information is expressly prohibited. Contractor shall be liable before Repsol for the undue use of Repsol's information by members of the Personnel or any other persons that may have had access to the information.

If Contractor receives evidences or knowledge that the confidential information is being, in Contractor's opinion, inadequately treated or utilised, Contractor shall inform Repsol as soon as possible. In this case, Contractor shall immediately adopt all necessary measures to guarantee the adequate use of the Information and demonstrate such adoption to Repsol.

In case of confidential information received from third parties, Repsol and Contractor shall endeavour to mutually inform one another and to comply with the terms and conditions of the confidentiality obligation foreseen with third parties. Each party shall be liable for an eventual breach of the use of such information their own Personnel may.

Once the Order is terminated for any cause, or at Repsol's request at any time, Contractor shall return to Repsol all and any information or destroy it and certify its destruction (total destruction, without any possibility of recovery or reversion), at Repsol's choice. Contractor shall only be entitled to maintain copy of the confidential information that could be necessary to comply with the applicable legislation, subject in any case to the confidentiality obligation described herein.

The confidentiality obligations under this clause shall apply to the Contractor indefinitely.

No previous obligations of confidentiality will be seen as infringed in cases in which the Contractor can prove in writing that the information received from Repsol:

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- a) was lawfully in the possession of the Contractor on the date in which it was supplied by Repsol and provided that such information was not directly or indirectly acquired from Repsol or third parties by violating confidentiality obligations;
- b) proves to be in the public domain on the date that Repsol provided it to the Contractor;
- c) becomes part of the public domain after being communicated by Repsol, due to no negligence or fault of the Contractor;
- d) was developed independently by the Contractor and without recourse to the information revealed by Repsol;
- e) should be disclosed pursuant to statutory mandate, by court order, or according to the regulations of a financial, governmental or other body/entity applicable to the case, a fact that must be reported immediately to Repsol in order to enable it to seek appropriate legal means to prevent or limit the scope of such a disclosure.

22.3. Protection of personal information

For the purposes of this General Conditions and the Order, the terms Personal Data», «Controller», «Processor», «Processing», and «Data Subject» will have the meaning given to them in article 4 of the 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 ("General Data Protection Regulation" or "GDPR").

Contractor declares and guarantees that, before exchanging any personal data on natural persons involved in the implementation of the Order, it will (i) inform said natural person about the personal data policy set forth in the present document and (ii) meet any other requirements that could be applicable when properly sharing personal data with the other party (without the latter having to take any additional measures in terms of information and, where applicable, the granting of consent).

Contractor agrees to hold Repsol group harmless from any claims and/or penalties imposed in case it do not obtain the express, free and informed consent of the subject whose data they provide.

Processing data belonging to Representatives

Repsol want to let the signatories know that they are acting in the name and on behalf of the contractual parties and those identified as contact persons in the Order for any purpose (the "Representatives"). Therefore, any data provided hereunder (contact details, ID data, signatures and any other information that may appear in the relevant supporting documents) or that might be provided at a later stage, will be processed by Repsol to maintain, develop, enforce, and monitor the provisions set forth in the Order and for the prevention of money laundering and terrorism financing or for the purpose that Repsol can comply with its diligence standards, identifying its Contractors when necessary and being the legitimate interest the legitimate basis for the data processing.

Processing of data belonging to Contractor Personnel

Contractor may share with Repsol some personal data involving its Personnel to meet the obligations assumed under the Order or to make possible the Personnel access to Repsol facilities.

The data that can be shared by the Contractor to be processed by Repsol including but not limited: name, surnames, ID card/passport number, company the person works for, CV details and data included in the payroll and social insurance contribution slips.

Data processing serves the following purposes (i) manage the Order; (ii) monitor the access and stay of Personnel in Repsol facilities, where applicable; (iii) to the extent permitted by law, limit the access to the

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aforementioned facilities; (iv) monitor the projects in which they take part and follow up on them, as well as on Contractor's compliance of tax, social security and labour obligations; (v) manage accident records in facilities belonging to the Repsol group; and (vi) carry out whatever actions are necessary to ensure work is being executed correctly and/or services are being provided well.

Repsol's right to process Contractor Personnel' data for the above purposes derives from Repsol's legitimate interest in avoiding liabilities (including those that are tax or employment-related) and ensuring the proper enforcement of the Order.

In addition, the Contractor is informed that its data or Personnel data may be processed in the frame of an internal investigation as a result of a complaint made via Repsol group's Ethics and Compliance Channel. Details of how personal data is processed are available in the Ethics and Compliance Channel at www.repsol.com.

General provisions

This Section 22.3.3 shall apply to any situations covered by sections 22.3.1 and 22.3.2 herein.

Repsol will store the data for as long as the Order remains in force and, once it expires, for the time-barring of the eventual legal responsibilities of any kind. When retention period expires, the data will be destroyed.

Repsol shall not transfer personal data to third parties, unless otherwise stipulated by law. However, these data can be made available to providers acting as processors and other Repsol companies to fulfil the purposes detailed above. The Privacy Policy (www.repsol.com/privacy) gives information on recipients that render data processing services to Repsol and that may access personal data.

Representatives and Personnel may exercise their right of access, right to rectification, right to erasure, right to object, right to restriction of processing, right to data portability and right to withdraw any consent given by sending a letter that includes a copy of an ID document or Passport to the relevant party at its registered address.

Moreover, if Representatives and Personnel believe their data have not been handled in accordance with the data protection regulations, they can contact the Data Protection Officer writing to protecciondedatos@repsol.com. They may also file a complaint with the Spanish Data Protection Agency (www.aepd.es).

Representatives and Personnel can obtain further information on how Repsol processes personal data under its responsibility by reading its Privacy Policy at www.repsol.com/privacy

Personal data processing as Data Processor

Exceptionally, for reasons inherent to the provision of the Services, Repsol may authorise the Contractor's access to personal data for which Repsol is accountable. In such case, Annex V shall apply, in which the parties' obligations and liabilities regarding the processing of personal data responsibility of Repsol to which Contractor has access for the execution of the Order are detailed.

23. Intellectual property

23.1. Ownership

Prior Rights.- The Industrial and Intellectual Property rights to all information, documents, inventions, designs, trademarks, works (texts, drawings, maps, graphs, reports, projects, models, photographs, plans, videos, etc.), databases or computer programs generated and/or acquired independently by each of the parties prior to the execution of the Order, shall be owned by the party that generated and/or acquired it.

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The Contractor may use Repsol's Prior Rights exclusively for the implementation of services and/or works without this use implying the granting of any licence to them. The Contractor undertakes to not develop any invention and/or intellectual creation arising from Repsol's Prior Rights for third parties, unless expressly authorised in writing by Repsol.

Results.- All know-how and Industrial and Intellectual property rights to the work done by the Contractor for Repsol and/or in connection with the execution of the services and/or works, shall be owned by Repsol.

The Contractor transfers exclusively, globally and for the maximum period of time that may be established by law all Industrial and Intellectual property rights to the Results to Repsol, including the power to transfer to third parties.

Repsol has the right to use results in any way it desires, including reproduction, distribution and public communication, in any medium and in any form, as well as transformation.

The Contractor shall seek the agreement of Repsol in advance and in writing in order to be able to use the full or partial results for any publication.

23.2. Responsibility for use of third-party rights

The Contractor guarantees ownership of the Industrial and/or Intellectual Property Rights both of Prior Rights and of the Results, ensuring Repsol indemnity in relation to any third-party claims resulting from the execution of services and/or works. The Contractor must bear all costs and expenses arising from any possible claim.

23.3. Use of the trademark

The Contractor expressly recognises Repsol's exclusive ownership of the trademarks and logos (brands and trade names) that it provides and for which it authorises use in order to fulfil the Order.

The Contractor agrees to make use of those Repsol trademarks and logos exclusively for the purposes of completing the Order, and for any subsequent use of them, it will be necessary to obtain the prior written consent of Repsol.

Upon completion of the Order, the Contractor shall, if necessary, return or destroy advertising elements used and, in any case, refrain from using these elements as well as Repsol trademarks, logos, trade names and brands.

24. Audits

24.1. During the provision of services and/or performance of work, the Contractor shall be subject to Repsol's right to information.

24.2. Repsol will have the right to conduct audits, either on its own or through third parties, concerning compliance with the terms of the Order. Repsol will notify in writing of the audit to be performed, at least, ten (10) calendar days prior to the start of the audit. The Contractor shall provide the audit team with access to its facilities and offices and to all documentation relating to the Order and any proceedings in connection therewith. The audit shall not alter the Contractor's liability nor exempt it from its obligations under the terms of the Order. The Contractor shall retain all files and documents related to the Order, including those related to any obligations contained in these documents and any potential subcontracting for a minimum period of six (6) years from the termination of the contractual relationship. These files and documentation will be available for audit by Repsol during the time indicated above.

24.3. Any subcontracting by the Contractor in connection with the contract and/or Orders shall incorporate the express right of the auditor appointed by Repsol to conduct audits, in accordance with the terms stated in the previous paragraph.

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25. Communications

- 25.1.** All communication between the Parties relating to the Order must be in writing or conducted through agreed electronic means. To be binding it shall be signed by persons duly authorised by the issuing Party.
- 25.2.** The parties agree to the validity of e-mail as a means of communication for all matters relating to the daily management of the relationship with the Contractor.
- 25.3.** For all other issues outside of the daily management of the relationship with the Contractor, communication should be carried out through other reliable means.
- 25.4.** Unless otherwise agreed, the valid address for services will be the one agreed upon by both parties.

26. Modifications

Any modification to the Order shall be made by the parties in writing.

27. Settlement of disputes and litigation

- 27.1.** The General Terms and Conditions and the Order shall be governed by Spanish law.
- 27.2.** It is agreed between the Parties that any issues that may arise in connection with the execution or interpretation of the General Terms and Conditions and the Order will be submitted to the Courts and Tribunals of Madrid.

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Appendix I: Advance payment collateral model

The Bank Tax ID:, residing in, (hereinafter referred to as the BANK), and on its behalf, Mr./Mrs.....

That in relation to the purchase order/contract called, hereinafter the order/contract between the Company..... (hereinafter the **Beneficiary**), with TIN, based in Madrid and the Company, (hereinafter the **Contractor**) domiciled at XXXX, XXXXXX street, with TIN XXXXXXXX.

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Irrevocably and unreservedly, jointly and as broadly as may be required by law and expressly relinquishing the rights of excussion, division and order to the **Contractor** before the **Beneficiary** up to a limit of euros amounting to (*figure and words*), completion by the **Contractor** of the obligations arising from the order/contract, especially the return of any amounts that the **Beneficiary** anticipated to the **Contractor** as a result of the purchase order/contract, and for the responsibilities which the **Contractor** may incur as a result of the obligations assumed under the purchase order/contract.

The Bank will pay this guarantee up to the maximum amount set beforehand within ten (10) calendar days from the date of a simple written request, duly signed by and authorised by a representative of the **Beneficiary**, without further need for authorisation or consent from the **Contractor** and with no permissible excuse, including the **Contractor's** opposition to the enforcement of the guarantee.

This security constitutes a principal obligation and not an accessory obligation, and is entirely independent of the contract/order/main business relationship. It is not admissible for the Bank to delay or refuse the payment or payments required of it under the security.

This security is completely independent of any other real or personal securities that may be established in favour of the **Beneficiary** due to the guaranteed obligations or other obligations assumed by the **Contractor** and the constitution of such shall not affect the validity of this guarantee, nor will it affect the enforcement or non-enforcement of the same.

The Bank's liability shall not be affected by the occurrence of any of the following circumstances, whether or not it is notified of them: (i) the amendment of the purchase order/contract or of the obligations arising from them; (ii) the extension of the validity of the purchase order/contract or of any obligations resulting therefrom; (iii) the transfer of the purchase order/contract or any of the rights or obligations resulting therefrom; (iv) the delay or refusal to carry out actions deriving from the purchase order/contract, transaction or compromise in relation thereto; (v) invalidity, nullity or voidability of any of the stipulations or obligations deriving from the purchase order/contract.

The guarantee set forth herein is irrevocable and shall be maintained for as long as the obligations contracted by the guarantee with the beneficiary remain in effect, and until such time as they have been properly and completely fulfilled.

This guarantee shall recover full effectiveness and validity if, once payment has been made under its provisions, said payment was subject to nullity or rescission on any grounds, including the cancellation of instruments used as payment, or the provisions adopted as part of insolvency proceedings.

The signatories state that they are authorised to represent the Bank in this act and that the powers of attorney under which they act are valid and have not been revoked and that the granting of this Guarantee constitutes a valid and effective act.

The exercise by the **Beneficiary** of any of the rights deriving from this Security shall implicitly entail the **Beneficiary's** acceptance of the same, without it being necessary to previously inform the Bank in this regard, or in relation to actions or activities related to the rights and obligations derived from the Contract.

This Guarantee is regulated by Spanish law. In relation to any matters that may arise, the parties expressly subject themselves, expressly relinquishing any other jurisdiction, to the Courts of the City of Madrid.

Place, date and signature.

Registration number in the Special Register of Guarantees.

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Appendix II: Model of bank performance guarantee and surety for goods, works and/or services

THE BANK, Entity domiciled at street and with TIN.....hereinafter the Bank, and on its behalf Mr./Ms., by virtue of the powers conferred by the power of attorney before the Notary of, date, with Protocol number and registered in the Commercial Register of, which made registration, on sheet corresponding to this Entity

That in relation to the purchase order/contract called....., hereinafter the order/contract, between the Company..... (hereinafter the **Beneficiary**), with TIN, domiciled in Madrid and the Company (the **Contractor**), with TIN., domiciled in,

GUARANTEES

Irrevocably and unreservedly, jointly and as broadly as may be required by law and expressly relinquishing the rights of excussion, division and order to the **Contractor** before the **Beneficiary** up to a limit of euros amounting to (*figure and words*), completion by the **Contractor** of the obligations arising from the order/contract, and for the responsibilities which the **Contractor** may incur as a result of the obligations assumed under the purchase order/contract.

The Bank will pay this guarantee up to the maximum amount set beforehand within ten (10) calendar days from the date of a simple written request, duly signed by and authorised by a representative of the **Beneficiary**, without further need for authorisation or consent from the **Contractor** and with no permissible excuse, including the **Contractor's** opposition to the enforcement of the guarantee.

This security constitutes a principal obligation and not an accessory obligation, and is entirely independent of the contract/order/main business relationship. It is not admissible for the Bank to delay or refuse the payment or payments required of it under the security.

This security is completely independent of any other real or personal securities that may be established in favour of the **Beneficiary** due to the guaranteed obligations or other obligations assumed by the guaranteed party and the constitution of such shall not affect the validity of this guarantee, nor will it affect the enforcement or non-enforcement of the same.

The Bank's liability shall not be affected by the occurrence of any of the following circumstances, whether or not it is notified of them: (i) the amendment of the purchase order/contract or of the obligations arising from them; (ii) the extension of the validity of the purchase order/contract or of any obligations resulting therefrom; (iii) the transfer of the purchase order/contract or any of the rights or obligations resulting therefrom; (iv) the delay or refusal to carry out actions deriving from the purchase order/contract, transaction or compromise in relation thereto; (v) invalidity, nullity or voidability of any of the stipulations or obligations deriving from the purchase order/contract.

The guarantee set forth herein is irrevocable and shall be maintained for as long as the obligations contracted by the **Contractor** before the **Beneficiary** remain in effect, and until such time as they have been properly and completely fulfilled.

This guarantee shall recover full effectiveness and validity if, once payment has been made under its provisions, said payment was subject to nullity or rescission on any grounds, including the cancellation of instruments used as payment, or the provisions adopted as part of insolvency proceedings.

The signatories state that they are authorised to represent the Bank in this act and that the powers of attorney under which they act are valid and have not been revoked and that the granting of this Guarantee constitutes a valid and effective act.

The exercise by the **Beneficiary** of any of the rights deriving from this Security shall implicitly entail the **Beneficiary's** acceptance of the same, without it being necessary to previously inform the Bank in this regard, or in relation to actions or activities related to the rights and obligations derived from the Contract.

The guarantee shall be governed under Spanish Law. In relation to any matters that may arise, the parties expressly subject themselves, expressly relinquishing any other jurisdiction, to the Courts of the City of Madrid.

Place, date and signature.

Registration number in the Special Register of Guarantees

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27. Appendix III: Model of subsidiary controlling company guarantee

SUBSIDIARY/CONTROLLING COMPANY GUARANTEE

The Guarantor (Company name of guarantor and Tax ID Code (TIN) of the Controlling Company guarantor), domiciled at _____, and on its behalf Mr. _____ with National ID Document (DNI) no. _____, holding sufficient powers of attorney to oblige it in this act, by virtue of Deed no. _____ date _____ before the Notary _____ registered in the Commercial Register of _____, in volume _____ sheet _____, entry _____

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Irrevocably and unreservedly, jointly and as broadly as be required by law and expressly relinquishing the rights of excussion, division and order, to _____ (Guaranteed Entity/ Company name and TIN), domiciled at _____, before _____ (the Beneficiary/Company name and TIN of the Company in the Repsol group Beneficiary of the Guarantee), with registered office at _____, up to a maximum limit of _____ euros (*figure and words*), completion by _____ (the guaranteed Entity) of all the obligations it may hold before (the Beneficiary/Company name and TIN of the company of the Repsol Group Beneficiary of the guarantee), and for the responsibilities which the guaranteed entity may incur as a result of all kinds of commercial relations existing between both companies.

The Guarantor will pay and enforce this guarantee up to the maximum amount set beforehand, within ten (10) calendar days from the date of a simple written request, validly signed by an authorised representative of the Beneficiary _____ in which it indicates that the amount claimed is due and callable from the guaranteed entity, without further need for authorisation or consent from (the guaranteed Entity) _____ and with no permissible excuse, including the guaranteed entity's opposition to the enforcement of the guarantee. The obligations of the Guarantor by reason of this guarantee will cease when, with the sum of the amount of its different partial enforcements, the maximum guaranteed figure has been reached.

This guarantee constitutes a principal obligation and not an accessory obligation and is entirely independent of the Contract/order/main business relationship. It is not admissible for the Guarantor to delay or to refuse the payment or payments required of it under the security.

The Guarantor's liability shall not be affected by the occurrence of any of the following circumstances, whether or not it is notified of them: (i) the amendment of the Purchase Order/Contract or of the obligations arising from them; (ii) the extension of the validity of the purchase order/contract or of any rights or obligations arising from them; (iii) the transfer of the purchase order/contract or any of the rights or obligations resulting therefrom; (iv) the delay or refusal to carry out actions deriving from the Purchase Order/Contract, transaction or compromise in relation thereto; (v) the invalidity, nullity or voidability of any of the stipulations or obligations deriving from the Purchase Order/Contract. (*)

The guarantee set forth herein is irrevocable and shall be maintained for as long as the obligations contracted by the guaranteed Entity before the Beneficiary continue in effect, and until such time as they have been properly and completely fulfilled. (**)

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This guarantee shall recover full effectiveness and validity if, once payment has been made under its provisions, said payment were subject to nullity or rescission on any grounds, including the cancellation of instruments used as payment or the provisions adopted as part of insolvency proceedings.

The Guarantor states that the powers of attorney under which its representative/s acts/act are valid and have not been revoked and that the granting of this Guarantee constitutes a valid and effective act.

The exercise by the Beneficiary of any of the rights deriving from this Guarantee shall implicitly entail the Beneficiary's acceptance of the same, without it being necessary to previously inform the Guarantor in this regard, or in relation to actions or activities related to the rights and obligations derived from the Contract.

The Beneficiary may transfer this guarantee to any third party, as well as the rights and obligations contained in it without the previous consent being necessary of the Guarantor or of the guaranteed Entity.

This guarantee shall be governed under Spanish Law. In relation to any matters that may arise, the parties expressly subject themselves, expressly relinquishing any other jurisdiction, to the Courts of the City of Madrid.

Place, date and signature
(Signature and stamp of the Guarantor)

Explicative notes:

(*) This paragraph would be included when there is a previous Contract or a clear Purchase Order from which the commercial relations arise which the security is intended to guarantee, which insists on the independent nature of the guarantee with regard to the contract or order in question and that the vicissitudes of these, shall not affect the guarantee.

(**) This model is for guarantees of an enduring term. In the event that the length of term of the guarantee has to be limited, we remit to possible alternative texts:

(i) "This guarantee expires on _____ (include exact date), however after that date the Beneficiary could claim obligations arising before the expiry date pending payment by the Guaranteed entity, until a maximum term of 6 months subsequent to the expiry date."

(ii) "The validity of this guarantee will extend until (include exact date here)" at which moment it will lose its effectiveness and will become null and void of contents, in all cases, both whether the original is or is not returned by the Beneficiary".

In this case it should be clearly remembered that establishing a limited duration on the validity of the guarantee requires a scrupulous monitoring by the respective party, in order to negotiate sufficiently in advance the grant of a new guarantee if necessary.

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Appendix IV: Personal data processing as Data Processor

(See attached file)

If you are using Google Chrome, to view the attached files you must download all of this supplementary documentation to your desktop and open it with Adobe Acrobat.

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Approval

Validity

This document shall become valid on the tenth (10th) working day after the date of its approval.

Revoked regulations

- "Repsol Group's general terms and conditions for the contracting of services and/or works in Spain" (code 02-00012DC), rev. 6.0.

Any criteria and directives contained in this norm that have been dealt with in other provisions, shall be replaced in their entirety when this document becomes valid

Revision 7.0 approved by:

Approval:

F. Duro Ruiz

10/15/2021

D. Procurement and Contracts