

Repsol Renewables' general terms and conditions for the contracting of services and/or works in Italy



Owner: LCG Procurement

Revision: A

Purpose

To regulate the relations between Repsol and its contractors. These terms and conditions form part of the contractual documentation for the provision of the services or performance of the work.

Scope

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

Any exception made by the Contractor to these General Contracting Terms and Conditions in relation to an order will only be valid if formulated in writing prior to the award and expressly accepted in writing by Repsol.

Exceptions agreed upon in this way shall only apply to the order or contract for which they are agreed and do not extend to other orders or contracts.

1. Nature of the general terms and conditions

The purpose of the General Contracting Terms and Conditions is to regulate the relations between Repsol and its providers and are part of the contractual documentation for the provision of the services or performance of the works.

The General Contracting Terms and Conditions will be sent with the Call for Tenders. Contractors must acknowledge receipt and awareness thereof before or at the time of submitting the bid. These General Contracting Terms and Conditions may be consulted directly at www.repsol.com. Both the Award Letter and the Order shall make reference to these General Contracting Terms and Conditions and will be considered a contract between the parties.

In no case shall the General Contracting Terms and Conditions that may have been established by the Contractor, whatever their denomination, apply. The conditions and specifications inserted by the Contractor into its work certifications, invoices or other documents exchanged between the parties shall be deemed not inserted and, under no circumstances, applicable if they contradict the terms and conditions governing the Order.

2. Definitions

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

- **Applicable Law(s):** means all (a) constitutions, laws (including local and municipal), statutes, treaties, ordinances, judgments, decrees, injunctions, writs, orders, rules and regulations of any governmental authority having jurisdiction over the parties of these General Terms and Conditions and the Order, (b) decisions of and determinations by, and interpretations of any of the foregoing set forth in clause (a) and (b) by any governmental authority or arbitrator, as may be amended from time to time
- **Repsol:** a Repsol Group Company, that acts as the contracting party for each provision of services or performance of work.
- **Repsol Group Company:** a company belonging to the Repsol group within the meaning of the Article 42 of the Spanish Code of Commerce.
- **Change of Control:** means any transaction (including transfer of business going concern) which has the effect of changing the controlling entity of a person.
- **Contractor:** natural or legal person which is the successful bidder for the provision of services or performance of work for Repsol.
- **Day:** understood as a calendar day unless expressly stated otherwise.
- **Purchasing Management Process:** the process that includes the specification of the need, negotiation, awarding, and issuance of the order.
- **Call for Tenders:** a set of documents issued by Repsol that includes the necessary requirements, of any kind, under which the Contractor will provide the services or perform the work: The specific terms and conditions, technical specifications, etc. In a broad sense, it is the group of documents that determines the contractual conditions to be established between the Contractor and Repsol.
- **Specific Terms and Conditions:** a set of documents issued by Repsol, which set out, in each specific case, the specific terms and conditions governing the relationship between the parties, exceptions or qualifications to these General Terms and Conditions or other documents included in the contractual documentation.
- **Technical specifications:** a document issued by Repsol that sets the technical requirements that the goods or products to be supplied must meet.
- **Tender:** the documentation required from the interested parties to submit bids under the terms of the Call for Tenders.
- **Award Letter:** the document stating Repsol's willingness to contract, which contains, directly or by reference, the terms and conditions governing the relationship between the parties, and which must be accepted by the Contractor whenever Repsol 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 annul the award, in which case the Contractor would not be entitled to any compensation whatsoever. In those cases where the Award Letter states that the award is conditional 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 annul the award, in which case the Contractor would not be entitled to any compensation whatsoever. The Contract shall respect the contents of the Call for Tenders, the Specific Terms and Conditions, the Award Letter and the terms accepted by Repsol as part of the Contractor's Bid.

- **Order:** the 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 or performance of work. For matters not expressly provided for in the Order, the Award Letter, Specific Terms and Conditions, Technical Specifications, Call for Tenders or other contractual documents shall apply for everything that has not been modified by mutual agreement between the two parties. For the purposes of these General Contracting Terms and Conditions, reference to the word "Order" shall be understood to be the set of such documents.
- **Personnel:** comprises all the persons involved in the provision of the services or performance of the work, regardless of their relationship with the Contractor, contractors or subcontractors.
- **Sanctions:** means any applicable trade, economic or financial sanctions, export and import controls laws, regulations, policies, embargoes or similar restrictive measures approved, adopted or implemented by: (a) the United States of America, including the Office of Foreign Assets Control (OFAC), the United States Department of Treasury, the United States Department of Commerce or the United States Department of State; (b) the United Nations Security Council; (c) the European Union or any of its member states; (d) the United Kingdom Treasury Department (HMT); or (e) any other relevant authority.
- **Sanctioned Person:** means any person or entity: (a) designated, owned or controlled by a person or entity designated on a Sanctions List; or (b) located in, organized or incorporated under the laws of, or owned or controlled by, or acting on behalf or for the benefit of a person or entity located in or organized under the laws of a country or territory subject to comprehensive Sanctions (full embargo), including, but not limited to, Cuba, North Korea, Iran, Syria and the regions/territories of Crimea-Sevastopol, Donetsk and Luhansk, or any other country, territory or region that may be affected by restrictions of a similar nature during the period of validity of these General Terms and Conditions.
- **List of Sanctions:** means (a) the Specially Designated Nationals and Blocked Persons list kept by the OFAC; (b) the United Nations Security Council Consolidated Sanction List; (c) the Consolidated List of Persons, Groups and Entities subject to European Union Financial Sanctions; (d) the Consolidated Sanctions List maintained by the United Kingdom Treasury Department; or (e) any other similar list maintained by a relevant authority, each as amended, supplemented or replaced from time to time.
- **Italian Civil Code:** means Royal Decree no. 262 of 16 March 1942.

3. Validity and precedence of the contractual documentation

Notwithstanding the provisions of Section 1 of the General Contracting Terms and Conditions, 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 Terms and Conditions
- The Technical Specifications
- The General Terms and Conditions
- The Call for Tenders
- The clarifications made in writing by the Contractor subsequent to submitting its bid and accepted by Repsol
- The Tender

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

The contractual relationship between the parties is perfected by the Award Letter, accepted, where appropriate, by the Contractor, at which time it is understood that the fulfillment of the agreed-upon provisions is mutually enforceable by both parties, notwithstanding the agreements that may be entered into by the parties in subsequent Orders.

4. Contractor's obligations and responsibilities

The Contractor undertakes to provide services or perform work in accordance with the provisions of the Order and with the Applicable Laws and regulations, with the organization of the necessary means and at its own risk (organizzazione dei mezzi necessari e con gestione a proprio rischio), pursuant to Article 1655 of the Italian Civil Code.

The Contractor shall provide the services or perform the work in a diligent, professional and careful manner in compliance with the good practices of reputable and leading sector companies. The Contractor shall observe the applicable procedures, conditions and specifications in accordance with the nature of the services or work.

The Contractor shall comply with all the provisions in force at any given time, especially those related to labor, social security, insurance or taxation, as well as those related to environment, health and safety, and workplace risk prevention and with any Applicable Law, including Italian Legislative Decree no. 152 of 3 April 2006, as subsequently amended and implemented, and known as "Codice dell'Ambiente" ("Legislative Decree 152/2006"), and Italian Legislative Decree no. 81 of 9 April 2008, as subsequently amended and implemented, and known as "Testo Unico Sicurezza Lavoro" ("Legislative Decree 81/2008"), and undertakes to provide proof of their compliance in the manner and within the deadlines established by Repsol in each Order. Furthermore, in relation to the activities carried out by the Contractor at the Repsol Group's workplaces and facilities, the Contractor must comply with the Repsol Group's internal practices and regulations, particularly the prohibition of alcohol and drug consumption. To the extent applicable to external entities, the Contractor shall also fulfill the Repsol Group's regulations and internal practices that apply because of the specific work or services

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contracted, including guidelines for action in accordance with Repsol's tax principles, even when the work or services are carried out at the Contractor's facilities.

The Contractor declares to have, and that its personnel possess, all the necessary expertise, technical and professional requirements and organizational structure, both of resources and professionals, requested by Applicable Law (including any law and regulation on health and safety at workplace) to carry out the services/works for each Order, including those required under Legislative Decree 81/2008, and undertakes to provide Repsol with the relevant documentation aimed at attesting the above.

In performing the services, the Contractor commits to:

use qualified Personnel - both in terms of quality and quantity - appropriately trained who are regularly hired, employed, and managed in accordance with Applicable Law and collective agreements (including health surveillance in accordance with Article 44 of Legislative Decree 81/2008);

provide the mentioned Personnel adequate training and information in accordance with the Applicable Law on protection of health and safety at workplace, including Legislative Decree 81/2008;

fulfill all obligations related to remuneration, social security contributions, insurance, taxes, and any other duties arising from the employment relationship with the aforementioned Personnel, while ensuring compliance with all applicable provisions for their protection, safety, and physical integrity, and assuming full responsibility for these matters;

ensure that the mentioned Personnel receive an overall economic and regulatory treatment not less than that provided by the national and territorial collective agreements signed by the trade union associations of workers and employers that are comparatively more representative at the national level, and applied in the sector and area most directly related to the activity covered by the Order;

if the Contractor employs foreign employees, to ensure that they possess the appropriate residence permit, in accordance with the provisions of the Legislative Decree July 25, 1998, n. 286 as subsequently amended and implemented known as "Testo Unico sull'Immigrazione" ("Legislative Decree 286/1998") and any other applicable regulations.

Repsol shall appoint a representative – whose details will be communicated to the Contractor timely before the commencement of the services – who will act on its behalf and as a point of reference for the Contractor in furnishing the Services. Before the commencement of the services – the Contractor shall appoint a representative for the performance of the services under the Order, who will be the exclusive contact for Repsol during the performance of the services and whose details will be communicated to Repsol timely before the commencement of the services. The Contractor's representative shall have full authority to represent the Contractor in the performance of the services and act as the manager and coordinator of the activities carried out under the Order on the Contractor's behalf. In particular, the Contractor's representative shall be responsible for the organization and management of the work of the Contractor's workforce for the execution of the services, also ensuring the adoption of all necessary safety measures and shall ensure that the services are carried out solely by the Contractor's personnel and under the direction of the Contractor, and that such personnel possess the required level of training for the services to be performed.

In addition, the Contractor declares and warrants that itself, its shareholders, ultimate beneficial owner, its group of companies, its subcontractors, employees, directors and/or agents thereof (the "Related Persons"): (i) are not a Sanctioned Person nor are they, directly or indirectly owned or controlled by or acting on behalf or for the benefit of a Sanctioned Person; (ii) comply with and during the entire term of the Order, and as long as the rights and obligations arising from the execution of the contract are in force, shall comply with the Sanctions applicable to it and in any case the Sanctions applicable to Repsol, including, if applicable, any export control restrictions affecting the goods, services, software and/or technology to be supplied; (iii) will not use or make available to Repsol technical and/or economic means unless they have all necessary governmental licenses or are authorized by the Sanctions; and (iv) will not take any act or action that may contravene the Sanctions or that could reasonably be expected to cause Repsol to breach the Sanctions.

In the event of non-compliance with the applicable regulation on Sanctions by the Contractor or its Related Persons, the Contractor shall immediately inform Repsol of such non-compliance, and the provisions of Section 20 of these General Conditions shall apply.

For the avoidance of doubt, Repsol shall not be obligated to comply with any commitment or obligation, to act in any manner or to take any action under this Order that, in its reasonable judgment, is inconsistent, prohibited or exposes Repsol to any punitive measure, restriction or designation under the applicable Sanctions.

The Contractor shall indemnify and hold harmless Repsol and the other companies in its corporate group from and against any and all costs, expenses, losses, damages and liabilities that may arise either from it or its Related Persons' non-fulfilment, breach or infringement of any representation, warranty or undertaking made in this section.

The Contractor shall respect internationally recognized human rights, which include, at least, the rights listed in the International Bill of Human Rights¹ and the principles concerning the fundamental rights contained in the Declaration of the International Labor Organization regarding fundamental principles and rights at work. Furthermore, the Contractor shall comply with any provisions regarding ethical conduct and respect for human rights that are valid under Repsol Group regulations and internal practices, such as the eradication of child labor, all forms of forced labor, human trafficking, slavery or servitude, during the entire life-cycle of the goods and services contracted and non-discrimination on the grounds of nationality, race,

ethnic origins, religion, political affiliation, civil status, social standing, age, disability, culture, sex, gender identity, sexual orientation or any other status.

The Contractor declares and warrants that both the Contractor, the companies in its corporate group, Subcontractors and any other third parties who act on their behalf in regard to the execution of this contract apply the due diligence measures appropriate to identify, mitigate and remedy any real and potential risks and adverse impacts on human rights and the environment throughout its value chain. The Contractor shall inform Repsol without delay and in writing should it become aware of any judicial investigation or administrative proceedings initiated by an authority or body in regard to a presumed breach of any regulation that is applicable in the area of human rights and the environment. In addition, the Contractor undertakes to make reasonable efforts to adopt whatever measures are considered necessary to remedy said breaches.

The Contractor shall also accept and comply with the guidelines for action that Repsol requires of its Contractors, which are contained in the Code of Ethics and Business Conduct for Contractors ("The Code") and its successive updates, which are accessible on the Repsol website https://www.repsol.com/content/dam/repsol-corporate/en_gb/conocenos/documentos/code-of-ethics-and-business-conduct-for-suppliers.pdf

Repsol may conduct only the necessary verifications to ensure compliance with said code, which require the participation in good faith of the Contractor. In addition, the Contractor shall implement the corrective actions to ensure the compliance with the code. The Contractor also states that it is apprised of and accepts the Integrity Policy ("the Policy", code 00-00461PO), available on the Repsol website, so that it rejects any form of corruption and fraud, public or private, and applies a criterion of zero tolerance in regard thereto.

During the execution of this contract and while the rights and obligations arising therefrom are in force, the Contractor is bound to comply with the "Anti-Corruption Laws", understood to be all the laws that are applicable both to the Contractor and Repsol that govern bribery, corruption, money laundering and terrorist financing, fraud or similar activities, including: (a) those of Repsol's and the Contractor's country of residence; (b) those of any country in which the contract will be executed; (c) those of Italy, including Legislative Decree dated 8 June 2001 No. 231; and (d) those of the United States, including the "Foreign Corrupt Practices Act 1977", and their future amendments.

Specifically, during the execution of this contract, the Contractor represents and warrants that neither it nor any of the Related Persons acting on its behalf will offer, promise or hand over, nor, on the date on which the contract enters into force, have directly or indirectly offered, promised or handed over money or valuable objects to: (a) any authority or Public Official in order to influence the actions of the public authority or institution, or in any way obtain an undue advantage; (b) any other person, if they become aware that all or part of the money or valuable object will be offered or handed over to a Public Official to influence actions carried out by the public authority or institution or, in any way, obtain an undue advantage; or (c) to any other person to induce them to act in a disloyal or, in any way, inappropriate manner. For the present purposes, a "Public Official" is understood to be all persons who exercise a legislative, administrative or judicial function with or without an employment relationship with the Italian State, temporarily or permanently, and those who hold public offices, including: (i) the holders of public offices at the federal, international, state, regional, provincial or local level, including members of legislative bodies, holders of executive offices, and members of the judiciary; (ii) the employees of any government, government service, state-owned or government-controlled entity –including national oil companies– and international public organization; (iii) persons who act by virtue of the powers delegated by a public authority; and (iv) the officials of political parties and candidates to public offices.

During the execution of the object of this contract and while the rights and obligations arising therefrom are in force, the Contractor undertakes to keep and maintain precise and reasonably detailed financial ledgers and records, and to keep its own procedures and/or policies up-to-date in order to guarantee compliance with the "Anti-Corruption Laws" and that these are sufficient to reasonably ensure that any breach of these laws will be prevented, mitigated and remedied.

The Contractor states that it has no knowledge that any of the Related Persons is being investigated or has been condemned for any breach of the "Anti-Corruption Laws" in relation to the execution of the contract.

To this end, the Contractor represents and warrants that it will make every effort to be aware of and ensure that every director, employee, company in its Group, subcontractor, agent or any other intermediary or third party that acts on its behalf and collaborates on the execution of this contract complies with the obligations in this section.

The Contractor shall immediately notify Repsol of any act that may be considered a breach of the applicable "Anti-Corruption Laws" by Related Parties that could be related to this contract.

The Contractor shall indemnify and hold Repsol harmless from any claim, sanction, expense or damage arising from a failure to comply with this section.

In the event that individuals who hold the post of a Public Official or Former Public Official are involved in the execution of the contract, the Contractor must submit a signed declaration in accordance with Appendix V expressly confirming compliance with the provisions of the legislation that, where appropriate, applies in relation to the compatibility of Public Officials. For the present purposes, a "Former Public Official" will be anyone who has held the position of Public Official during the last two years.

The Contractor undertakes to adopt whatever measures it considers necessary to avoid possible conflicts of interest. The Contractor shall notify Repsol in writing and within the shortest possible time of any situation that might constitute a potential or actual Conflict of Interest regarding the execution of the contract. For the present purposes, a "Conflict of

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

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Interest" is defined as a situation in which the criteria, judgment or decisions made by the Contractor, during the execution of the contract, may be potentially or actually influenced by the presence of an interest of a particular nature.

In the event that a conflict of interest is revealed, the Contractor undertakes to adopt all the reasonable measures that are considered necessary to mitigate and remedy it. In addition, in the absence of the above, Repsol may require the mandatory adoption of additional measures by the Contractor.

The Contractor represents and warrants (i) that it is aware of and respects the applicable antitrust laws; (ii) that the terms and conditions offered in this contract do not give rise to or contain any condition resulting from a collusive agreement; and that neither the Contractor nor any other company belonging to its corporate group has failed to comply with the applicable antitrust laws in order to be awarded this contract; (iii) that it has implemented the appropriate mechanisms so that, should it become aware of the existence of any collusive practice in the execution of current contracts with Repsol, and in any other contract that could be agreed upon in the future, the compliance officials at its company are apprised of this fact (or, in their absence, whoever performs the tasks of supervision or the administrator(s)) so that they may adopt the appropriate measures to end the aforementioned practice immediately. In such cases, the Contractor shall immediately report the facts and corrective actions implemented to Repsol; (iv) the Contractor states that, in the event that any present or future contract requires the signing of a contract with a third party, it will verify the compatibility of that agreement with the applicable competition rules and will also guarantee that the third parties are apprised of and comply with the applicable competition law.

In the event of a breach or reasonable evidence of a breach of the competition rules, Repsol reserves the right to terminate the contract early, whereupon the Contractor would not be entitled to file any claim, except for the payment of the amounts owed for the services already provided, and compensation for the damages caused, where appropriate. The relationship between the Contractor and Repsol is of a commercial nature. The Contractor will act as an independent provider in the provision of services or performance of work and will be fully responsible for the organization of its company, human and material resources, and hiring and managing of Personnel, exercising decision-making powers in accordance with the laws and regulations in force. Neither of the parties shall be considered to have legal or commercial dependence on the other, so that it will not have the status of labor or non-labor agent, legal representative, supervisor or mandatory of the one for the other, i.e. the two parties have absolute independence, both financial and legal.

The Contractor is responsible for the management and compliance with the regulations shown below which are, by way of example but not limited to, tax-related, administrative, commercial, labor-related, civil, environmental, criminal, safety-related, etc.

The Contractor shall appoint one or more supervisors within its organization for any matters relating to the provision of services or performance of work and report such appointments to Repsol as indicated in each Order.

During the provision of services or performance of work, the Contractor shall be responsible for requesting any additional information needed from Repsol, inform Repsol of the difficulties encountered in the provision of the services or performance of the work, and take the necessary actions to fulfill its contractual obligations in its own terms.

The Contractor shall examine and check for defects, discrepancies and errors in any documentation, specifications or plans provided by Repsol and warrants that it is aware of the soil's characteristics and of the climatic and hydrological conditions of the place where the work will be performed or the service provided, thereby assuming responsibility for these factors.

The Contractor shall provide the material means necessary for the proper provision of services or performance of the work contracted, notwithstanding the provision by Repsol of equipment and materials owned by the latter when it is strictly necessary and not avoidable to ensure the proper performance of the services or because due to the nature of the services, without this ownership affecting the obligations assumed in any way whatsoever.

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 or performance of work. The 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. To this end, the Contractor shall provide access to this information.

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

The Contractor guarantees Repsol that:

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

The Contractor guarantees that it has the intellectual or industrial rights required for the provision of services or performance of work, or, where applicable, has the appropriate licenses for such purpose, and assumes any costs or expenses arising therefrom.

The Contractor shall be responsible for the maintenance, storage, handling and transport of all the equipment and materials used in the provision of the services or performance of the work, along with any related expenses, including any equipment or materials provided by Repsol for the execution of the Order until they are returned to Repsol and the Contractor assumes, where applicable, the liability for any loss or damage caused thereto.

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

The Contractor shall be obliged to build, provide and maintain, at its own expense, the temporary facilities and ancillary buildings for offices, warehouses or workshops or other structures required for the execution of the Order that must be located within Repsol's facilities. All such structures shall be located in the areas designated by Repsol.

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

Once said deadline has elapsed, Repsol may carry out the restoration, charging all the costs and compensation for the damages caused to the Contractor.

The Contractor undertakes to indemnify Repsol and its Group companies' and hold them harmless from any damages, costs or losses, including the legal defense costs which it may directly or indirectly incur due to any inaccuracy, omission or lack of truthfulness in its statements or the execution of the Order and, in particular, those related to a breach of the applicable regulations, infringements of third-party industrial and intellectual property rights, confidentiality obligations, damage to property or injuries, and administrative, work-related or other types of sanctions, or due to claims based on Applicable Law, including claims related to labor, contractual, remuneration, insurance, taxes, social security and health and safety matters related to the Personnel or any individuals assigned to the performance of the services (including those of subcontractors) and including any claims by the personnel or any individuals engaged in the services (including subcontractors, if any) concerning the de facto existence of an employment relationship with Repsol.

Should more than one entity act as Contractor, including where the Contractor acts through a temporary joint venture (associazione temporanea d'impresa), consortium, partnership, or any other entity not having its own legal personality independent from that of its members, all the members and entities acting as Contractor shall be jointly and severally liable towards Repsol, pursuant to article 1292 of Italian civil code, for the entire fulfillment of the obligations of the Contractor pursuant to this Order. Therefore, Repsol shall be entitled to enforce any right or claim and bring any legal claim arising from the Order, against any Contractor member to demand the complete fulfillment of all the obligations and/or responsibilities, without prejudice of Repsol being entitled to bring the same claim against any other Contractor member or all Contractor Members, their pooled operating fund and/or revenues derived from Contractor Members' activities and deposited in bank accounts opened in their name. The liability to Repsol of the people who make up these entities shall persist beyond the extinction of the entities.

The Contractor shall inform Repsol of its status of significant shareholder, where applicable, understanding as such any shareholder that holds share capital of Repsol, S.A. in an amount equal to or greater than what is deemed significant at any given time and that are duly represented in the Board of Directors. Furthermore, the Contractor shall inform Repsol of any conflicts or disputes, as well as of any circumstance that may give rise to a conflict of interests with any Repsol Group Company.

Given that the Contractor undertakes to use only Personnel who meet the necessary requirements for performing the services, the Contractor commits to replace them only when strictly necessary to ensure their adequacy with respect to the activities set out in the Order and in accordance with the specific and detailed objective, technical, and/or organizational needs expressed by Repsol in the Order or inherent in the nature of the services. Any action taken by the Contractor with respect to the Personnel assigned to the performance of the services, as well as any resulting decision, must be in full compliance with labor law regulations and the contractual provisions applicable to individual employment relationships, as well as guided by the principles of good faith and fairness. The application of the provisions of this clause must not in any way have a detrimental effect on Repsol.

5. Corporate liability

In accordance with the provisions of Section 4 (Contractor's Obligations and responsibilities), the Contractor will act as an independent provider in the provision of the services or performance of the work and shall assume full and sole responsibility for the organization of the human and material resources, and for the provision of the services or performance of the work, without any hierarchical authority or control power from Repsol. Under no circumstances shall Repsol have any obligation or relationship of any nature with said Personnel.

Notwithstanding the obligations set forth in Section 4 (Contractor's Obligations and responsibilities) above, the Contractor shall assume responsibility for compliance with all labor-related, social security and statutory/contractual (even collective and individual) provisions currently in force or which may become effective during the provision of the services or performance of the work which affect labor relations with its Personnel.

The Contractor undertakes to institute and disclose to its Personnel its own labor regulations, work methods and safety standards.

The Contractor shall ensure that all Personnel hired are suitable and properly qualified. All Contractor's Personnel providing services at Repsol's facilities and workplaces shall be provided with an identification badge containing the employee's general information and the employer's details, pursuant to the provisions of Legislative Decree 81/2008. 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.

The Contractor will guarantee Repsol that it will provide its Personnel with adequate training in the handling, proper operation, conservation and maintenance of the goods, materials or equipment necessary for the provision of the services or performance of the work, assuming responsibility for their use and operation as well as any damages resulting therefrom.

The Contractor shall assume responsibility for the safety of its Personnel. The Contractor undertakes to comply with, and to enforce, the requirements and obligations arising from the Applicable Law on health and safety at workplace in connection with the services/works for each Order, including the provisions of Legislative Decree 81/2008, and to take all the necessary measures in order to properly carry out such services/works and to fulfill the obligations required by Legislative Decree 81/2008.

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The Contractor is responsible for the timely payment of wages, social security and all other compensation/insurance premiums to be received by its Personnel and/or public entities.

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 by the Contractor with regard to Personnel.

The Contractor guarantees to defend, indemnify and hold harmless Repsol and its Group companies' in the event of Personnel (of any other individual assigned to perform the services) labor claims, even pursuant to section 4.21; the latter will also bear defense costs and the amounts or declarations for settlement or contents of rulings in favour of the party filing claims.

The Contractor shall be liable for any damages caused to Repsol or third parties by its own actions or omissions or those of its Personnel as a result of the provision of the services or performance of the work.

6. Occupational risk prevention and coordination of business activities

The Contractor shall comply with all provisions in force regarding Occupational Risk Prevention.

The Contractor shall appoint a duly qualified safety supervisor who shall ensure compliance with all the Occupational Risk Prevention, Safety and Health regulations in force, as well as the additional internal requirements and regulations implemented in this regard by Repsol at any time at the workplaces where the services must be provided.

If the Contractor provides all or part of its services in Repsol workplaces concurrently with said Company's activity and occasionally that of other businesses and independent workers, the following shall apply:

Repsol shall draft the Single Interfering Risk Assessment Document (Documento Unico di Valutazione dei Rischi Interferenti) pursuant to Article 26, paragraph 3, of Legislative Decree 81/2008 ("DUVRI") which is attached to the Order, constituting an integral and essential part of the Order and its relevant annexes, including the General Contracting Terms and Conditions. The Contractor undertakes to comply with the DUVRI, which indicates the measures adopted to eliminate or, at least, minimise interference-related risks, and shall update it based on the development of the services/ works.

Before the start of the provision of the services or performance of the work, Repsol shall provide the Contractor with sufficient information in writing about the risks in the workplace where the services will be provided, or work performed that may affect the Contractor's activities. Repsol shall provide instructions for the prevention of the risks existing 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 its 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 commencing the provision of the services or performance of the work, the Contractor shall provide Repsol and the other companies and independent workers performing activities in Repsol's 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 activities taking place concurrently in the same workplace.

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

The Contractor shall cooperate (including under an informative level) and coordinate with Repsol and other contractors, including subcontractors, to implement all the necessary measures to prevent and protect workers from the risks to which they are exposed in order to eliminate risks due to interference between workers of companies involved in the provision of services/works for each Order, in accordance with the Applicable Law on health and safety at workplace, including Legislative Decree 81/2008.

To the extent that any activity under each Order require the installation of a movable or temporary yard ("cantiere temporaneo o mobile") pursuant to Article 89, paragraph 1, letter a) of Legislative Decree 81/2008, all the provisions of health and safety at workplace pursuant to Title IV, Legislative Decree 81/2008 in relation to movable or temporary yard shall apply. In this regard:

- The Contractor shall have a full knowledge of all health and safety documentation requested by Applicable Law on health and safety at workplace for movable or temporary yard, including the Legislative Decree 81/2008, and undertakes to integrate the health and safety measures where required, from time to time, on the basis of the specific activities to be carried out under each Order;
- The Contractor undertakes to comply, and to ensure compliance by sub-contractors, with the requirements and obligations arising from the Applicable Law on health and safety at workplace for movable or temporary yard in connection with the works of each Order;
- The Contractor undertakes to draw up and sign in a suitable form its own operational and safety plan pursuant to Article 89, paragraph 1, letter h) of Legislative Decree 81/2008 ("POS"), which shall be consistent with the safety and coordination plan pursuant to Article 100 of Legislative Decree 81/2008, to be drafted by Repsol and attached to the Order ("PSC"), where required on the basis of the specific activities to be carried out under each Order. The Contractor shall also verify the consistency of sub-contractors' POS with its own POS;
- The Contractor undertakes to deliver to Repsol a copy of the license referred to in Article 27 of Legislative Decree 81/2008 ("Credit License") issued by the Ispettorato Nazionale del Lavoro or – in its absence – the certificate of submission of the application for the issuance of the same Credit License (which shall be followed, in any case, by transmission of the copy of the Credit License within five days of its

issuance by the Ispettorato Nazionale del Lavoro). The Contractor shall also verify the possession by sub-contractors of the Credit License;

- The Contractor accepts and acknowledges that Repsol may designate a project supervisor, subject to the obligations set forth in Article 90 of Legislative Decree 81/2008 (the "Project Supervisor"). If the requirements of Article 98 of Legislative Decree 81/2008 are met, the Project Supervisor shall also act as Project Coordinator and Execution Coordinator pursuant to Articles 91 and 92 of Legislative Decree 81/2008.

7. Repsol's obligations and responsibilities

Repsol undertakes to pay for the services and work performed according to the prices and conditions specified in the Order.

Repsol shall appoint a Coordinator to address any issue relating to the provision of services or performance of work.

Repsol undertakes to supply the documentation and provide the resources and/or materials that might correspond to it under the Order in a reasonable manner and whenever it is within its possibilities.

8. Place and time of the execution of the Order

The services or work shall be carried out at the place and time and with the quality and in the manner established in the Order, and the deadlines taken as fixed.

When the nature of the services or work to be provided or performed so requires, these shall be provided or performed in Repsol's workplaces. Access to these workplaces (and when strictly and only necessary in order to comply with Repsol's health requirements, entry and exit records), the safety scheme for the premises, etc., are subject to the "access control system" established for such purpose by Repsol, notwithstanding the Contractor's managerial power over the Personnel. The Contractor shall provide information about its Personnel required to facilitate access to the workplaces, informing its Personnel of the provision of the information to Repsol and obtaining their consent in all cases. The Contractor will hold Repsol harmless of any liability arising from this lack of valid and informed consent.

In those cases where the Contractor's Personnel must access Repsol's facilities and make partial use of Repsol's logical and physical assets, the Contractor and its Personnel will be required to comply with the Repsol Group's Internal Regulations applicable to temporary users of these assets and all other applicable regulations to the extent applicable to external subjects, in order to ensure the confidentiality of Repsol and other Group company information and Repsol's ownership of this information.

In the event of a delay other than due to a force majeure event, Contractor shall be automatically in default without requiring a notice of default from Repsol, and Repsol may apply the penalties that would have been established and demand the liabilities arising from any damage or injury or, where appropriate, terminate the Order in accordance with the provisions of Clause 20.

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

Repsol and the Contractor shall agree upon the consequences, if any, resulting from changing the execution schedule or temporarily suspending services or work in the conditions and cases referred to in the preceding paragraph.

9. Information obligations and delivery of documents

Before starting the execution of the Order – and in any case on a quarterly/six months basis and upon Repsol's request – the Contractor shall deliver to Repsol the following documentation that proves its compliance with the applicable rules, including those concerning the Personnel (and where applicable also with respect to the Subcontractors), without duplication of what has already been eventually provided to Repsol:

- (i) government authorizations that allow it to exercise the contracted activity, including registration for business tax or, if applicable, the current annuity payment receipt;
- (ii) certificate of registration with the Chamber of Commerce, with the corporate subject related to the type of Services. Where there are changes in the corporate subject of the Contractor related to activities covered by the Order, the Contractor must notify Repsol within 15 business days following the adoption of the resolution;
- (iii) appropriate documentation demonstrating the Contractor's regular fulfillment of wage obligations (including severance pay, i.e., "Trattamento di Fine Rapporto"), social security contributions, taxes, insurance, and welfare obligations required by applicable regulations for the personnel employed in performing the services. In particular, the documentation should include a list of the personnel assigned with their contractual classification and duties; a copy of the "Libro Unico del Lavoro"; a copy of the communication regarding the start of employment to the Employment Center (i.e. "UNILAV"), a copy of the registration with INAIL ("National Institute for Insurance against Accidents at Work"); documentation confirming the correct payment of wages to personnel (e.g., payslips of the last 12 months), social security contributions (DM 10 forms of the last 12 months), insurance premiums, and tax withholdings on employees income and tax requirements; national (and territorial and company) collective bargaining agreement applied to the personnel assigned to the performance of the services; documentation confirming compliance with the requirements set forth in Legislative Decree 81/2008 (e.g., certification of personnel suitability for tasks by the competent doctor);
- (iv) "Documento Unico di Regolarità Contributiva (D.U.R.C.)" and "Documento Unico di Regolarità Fiscale (D.U.R.F.)", Government authorizations that allow it to exercise the contracted activity, including registration for business tax or, if applicable, the current annuity payment receipt valid at the time of signing the Order and throughout its entire execution;

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(v) if foreign Personnel are involved, the required residence and work permits for Italy;

(vi) documentation aimed at attesting the Contractor's technical and professional requirements, of its personnel and of any subcontractors, in accordance with Applicable Law (including any law and regulation on health and safety at workplace) to carry out the services/works for each Order, including those required pursuant to Article 26, paragraph 1, of Legislative Decree 81/2008;

(vii) list of means and equipment that will be used in the performance of the services, along with their compliance with the relevant regulations and any certification of approval and

(viii) list of personal protective equipment provided to the personnel mentioned in letter iii above.

The Contractor undertakes to inform Repsol of any deferred payments or payments in installments that it has requested from the Social Security.

Repsol reserves the right to verify the completeness and regularity of the mentioned documentation, observing the most appropriate duties of confidentiality and privacy, while the Contractor acknowledges that the examination of such documentation may be carried out by other companies within Repsol's group or by specially appointed consultants. The Contractor, if a document requested according to the above list is already in the possession of Repsol and there have been no changes to it, is not required to resubmit it but must only provide the document details and the date of its transmission.

Pursuant to the terms of the Order, the Parties hereby acknowledge and agree that, should all of the following conditions be met: (i) the total annual amount of the Order exceeds 200,000.00 €; (ii) the primary use of the workforce occurs at Repsol's premises; and (iii) the use of equipment owned by Repsol (or attributable to it) is involved, then the Order shall be deemed to fall within the scope of the regulations set forth in Article 17-bis of Legislative Decree 241/1997 (as subsequently amended, supplemented or replaced by other provisions from time to time) and, therefore, implement the measures and information obligations set out in this clause also with reference to the tax withholdings under Articles 23 and 24 of Presidential Decree 600/1973, Article 50, paragraph 4, Legislative Decree 446/1997, and Article 1, paragraph 5, Legislative Decree 360/1998, withheld by the Contractor in relation to the work performed by the personnel (the "Tax Withholdings").

If the conditions for the applicability of the previous paragraph are met and the Contractor fails to provide an updated D.U.R.F. at four-month intervals, the payment of the Tax Withholdings will be made by the Contractor with a specific and separate delegation for Repsol, without the possibility of offsetting (except for credits accrued by the Contractor as a tax withholding agent, as strictly indicated in the table on page 26 of the Revenue Agency Circular No. 1/E of February 12, 2020). Furthermore, the Contractor will not be able to use the offsetting mechanism even for the payment of social security and welfare contributions and insurance premiums accrued by the personnel assigned to the services.

Unless an up-to-date D.U.R.F. is provided at four-month intervals, within 5 Business Days following the due date for payment under Article 18, paragraph 1, Legislative Decree 241/1997 (as subsequently amended, supplemented or replaced by other provisions from time to time), the Contractor shall send Repsol:

(i) a copy of the payment delegations relating to the Tax Withholdings withheld from the personnel in relation to the services performed under the Order;

(ii) a list of names containing, specifically with regard to the month corresponding to the delegations referred to in point (i). above, the following details: (a) identification of the personnel employed in the execution of the Order by their tax code; (b) the total hours worked by each individual and the hours worked in connection with the performance of the Order; (c) the amount of remuneration paid to each individual, in total, and separately indicating the remuneration related to the work performed by the individual in relation to the Order; (d) a breakdown of the Tax Withholdings made for each individual, in total, and separately indicating the Tax Withholdings related to the work performed by the individual in connection with the Order.

After receiving the documentation referred to in the previous paragraph, Repsol shall verify the Tax Withholdings by ensuring that: (i) the hourly wage paid to the personnel is not manifestly disproportionate to the work performed by them; (ii) the Tax Withholdings are not manifestly disproportionate to the wages paid to the personnel, with the understanding that, in case Repsol identifies such disproportion, the Contractor will be required to immediately provide the relevant explanations; (ii) the Tax Withholdings have been paid without using the offsetting mechanism (as outlined above).

If (i) the Contractor fails to timely, fully, and completely provide the documentation referred to in the previous paragraph, or (ii) Repsol finds, during the verification process referred to in the previous section, that the Tax Withholdings have not been fully or properly paid, Repsol shall - as required by Article 17-bis, paragraph 3, Legislative Decree 241/1997 (as subsequently amended, supplemented or replaced by other provisions from time to time) - suspend the payment of the price. Such suspension shall remain in effect as long as the Contractor's non-compliance persists and shall be applied up to a limit of 20% of the total value of the Order, or for an amount equal to the unpaid Tax Withholdings (provided that the amount of the unpaid Tax Withholdings can be verified from the documentation provided under the previous section and such amount is less than 20% of the total value of this Agreement). Any enforcement action by the Contractor for the collection of the suspended payment shall be expressly excluded until the Contractor has fully complied with the payment of the Tax Withholdings.

In any case of non-compliance as referred to in the previous paragraph, Repsol shall, within 90 days from the date of the finding, notify the competent local office of the Revenue Agency.

The Contractor undertakes to inform Repsol of any deferred payments or payments in installments that it has requested from the Tax Authority.

In the case of Contractor is tax resident in a country with a Double Tax Treaty (DTT) in force with Italy, the Contractor shall provide Repsol with (i) an original certificate of tax residence issued by its tax authorities within the meaning of that treaty; and (ii) a self-declaration attesting

the lack of a permanent establishment or a fixed base in Italy, to which the income effectively connects. The documents under point (i) and (ii) above shall be provided prior to the payment and shall be renewed or reissued annually.

Failure to provide the above mentioned documents, implies that the provisions of the DTT shall not apply. Instead, the ordinary Italian regulations on corporate income tax and withholding taxes on non Italian residents' shall apply.

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

Reception of services:

The provision of the services will commence on the date set for this purpose and will last for the time period established in the Order. Throughout the entire period of validity of the Order, Repsol may evaluate the compliance of the fulfillment of the Contractor's obligations with the Order and the agreed-upon service levels. Under no circumstances shall Repsol's verifications diminish the Contractor's responsibility for the provision of the services.

The Contractor shall be obliged to take the necessary corrective measures to ensuring its compliance with the Order or the agreed-upon quality levels. Failure to comply may entitle Repsol to terminate the Order or to contract of a third party to perform the required services at Contractor's expense.

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

Reception of works:

Provisional Reception:

Once the work is completed and all the required documentation has been delivered, if the execution is correct and all of the facility tests are successfully passed, Repsol will prepare a Provisional Reception Certificate expressing its conformity with the terms and conditions of the Order, recording the work actually performed, its effective start and end 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.

Before signing the Provisional Reception Certificate, the Contractor shall provide Repsol with a complete and updated collection of all the documents related to the work performed.

Should the work performed be deficient in any way, it 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 because of errors or omissions made by the Contractor. 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 rectifying work is not done, Repsol may take it upon itself or contract a third party to make the corrections, albeit at the Contractor's expense.

These obligations will also be required during the warranty period.

Warranty Period:

Unless established otherwise in the Order, the Warranty Period for the work and, if applicable, for the services included in the Order will be twelve (12) months from the Provisional Reception. The obligation and warranty period will exist regardless of any inspections that Repsol was able to perform during the 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, including defective or unsatisfactory work performed by Contractor within the Warranty Period. The warranty period shall be interrupted for the time needed to make repairs or replacements, which in turn shall have a warranty for a period of twelve (12) months counting from their completion.

Final Reception:

Once the warranty period has elapsed and provided that Repsol has no claims pending resolution by the Contractor, the Final Reception will take place. Upon signing the Final Acceptance Certificate, Repsol will reimburse to the Contractor the guarantees provided and not affected by payments deducted therefrom.

Once the 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.

Non-compliance with the Contractor's obligations:

When the Contractor has not complied with the Order's requirements or does not solve problems with the required diligence, Repsol may: (i) carry out execution or corrective actions on its own or through third parties passing on and transferring the Contractor for all the costs and expenses that arise from these actions; (ii) even reject all or part of the services or work, demanding in this case the return of all the amounts paid, whereupon the Contractor will assume any costs that may arise.

In order to recover the costs, expenses or liabilities arising from the events envisaged in this clause, as well as from any other liability arising from other contractual breaches, Repsol may deduct these amounts from the invoices pending payment to Contractor, withhold pending payments and execute the financial or bank guarantee(s). For these purposes, the Contractor expressly states its acceptance and irrevocably authorizes Repsol to make said discount. The payment or deduction of such expenses shall not relieve Contractor of its obligations and liabilities arising from the Order.

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11. Inspections

The Contractor shall perform its own inspections during the provision of the services or performance of the work to ensure that all the requirements specified in the Order are met.

Using a competent Control Body, the Contractor shall inspect any goods, equipment or materials used to execute the Order that are subject to legal requirements (technical, safety, environmental regulations, etc.) or as specified in the Order.

Throughout the entire period of validity of the Order and when strictly necessary, Repsol may conduct verifications only on the fulfillment of the Contractor's obligations and compliance with the agreed-upon service levels, notwithstanding for what is provided in Section 24 (Audits).

Repsol reserves the right to verify the accuracy of the documentation and information submitted by the Contractor.

Any power for Repsol to inspect shall not lessen and/or, under any circumstances, exonerate the Contractor from its liability.

12. Environment

Depending on the nature of the service or work.

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

The Contractor undertakes to comply, and to ensure compliance by all its Personnel with applicable environmental laws and regulations, including Legislative Decree 152/2006 and take an active part in the implementation of energy-saving measures, and to distribute and enforce the information provided by Repsol among its Personnel.

In the provision of the services and performance of the work contracted, the Contractor agrees to promote and make its Personnel comply with the information which, where appropriate, Repsol supplies in regard to: (i) implementation of energy-saving measures; (ii) prevention and reduction of waste generation; (iii) proper management of its waste in accordance with Applicable Laws on the protection of the environment, including Legislative Decree 152/2006.

The Contractor shall carry out all measures, actions, fulfillments and further arrangements which are necessary and/or appropriate to ensure compliance with Applicable Law on the protection of the environment, including Legislative Decree 152/2006.

The Contractor, as waste producer, shall properly collect, store, transport, recover and/or dispose of all waste arising from the execution of the services/works of each Order at its own responsibility, care, and expense (including but not limited to the activities of its agents, suppliers, employees or subcontractors) in accordance with Applicable Law on the protection of the environment, including Legislative Decree 152/2006. Documentation attesting the fulfillment of such obligations, including documentation relating to waste produced by the activities of subcontractors, shall be submitted to Repsol (the authorizations/enrolments of the companies who will handle such waste shall be provided to Repsol prior to the transport/recovery/disposal of waste; the fourth copy of the waste identification form for the transport of waste shall be provided to Repsol within seven days of its return to the Contractor).

The Contractor shall carry out the temporary storage of waste arising from the execution of the services/works for each Order, prior to collection, in accordance with Article 185-bis of the Legislative Decree 152/2006 and with all the Applicable Law on the protection of the environment.

The Contractor acknowledges familiarity with:

- The Repsol facilities where it will carry out the provision of the services or performance of the work, the existing natural resources and their corresponding services.
- The risks of possible environmental impacts or damage arising from the services or works performed by the Contractor to existing natural resources and their corresponding services.

To this end, the Contractor shall implement procedures to identify, measure, record and control the environmental risks arising from the services or work that it provides or performs, adopting the necessary preventive measures. Repsol shall have the right to request the Contractor to implement an Environmental Monitoring Plan that includes such procedures and measures.

In the event of any incident or circumstance that may have an environmental impact, the Contractor must:

Reveal any circumstance or environmental incident that it may observe, as well as not hide facts, circumstances or consequences of an environmental nature, all notwithstanding the legal obligations to report the incident to the corresponding public authority.

Take immediate steps to prevent or mitigate any environmental impact, reporting it to Repsol.

Repsol may take action for recourse against the Contractor and may claim all or the part corresponding thereto when, as a consequence of the services provided or works performed by Contractor: (i) the competent public authority imposes an administrative penalty on Repsol, or (ii) Repsol undertakes to pay compensation for damages caused to third parties (both to individuals as well as that required by the public authority) and the cost of the preventive measures, avoidance and repair required by the competent public authority.

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

In such cases, Repsol may also require the Contractor to bear the cost of its legal defense and all related expenses.

13. Price, taxes and other financial obligations

The prices included in the Order are fixed and shall not be subject to any revision as a result of changes in the price of labour, materials, exchange rates, or any other similar item, including the modification of any Taxes to be paid on the goods or services which form part of the scope of the Order, without express indication to the contrary.

The Parties declare that, pursuant to Legislative Decree 81/2008, to the extent applicable due to the nature of the services/works of each Order, the amount of health and safety costs related to each Order are included, and expressly indicated, under the price in the same Order.

When the Order includes the payment of advances, unless 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, in accordance with the guarantee template in Appendix I, issued by a bank accepted by Repsol, or other guarantees in the terms and conditions acceptable at the exclusive criterion of Repsol. In all cases, the advance must be invoiced by the Contractor under the conditions established by current regulations.

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

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

14. Payment method and period

In the absence of an express provision in the Special Terms and Conditions or the Order, all payments will be made in euros and by bank transfer / reverse factoring sixty (60) calendar days from the date of the invoice, on the payment days established by Repsol, or the next business day (should that date be a non-business day). Repsol may accept shorter invoice payment periods, provided they are associated with the recognition by the Contractor of a discount for prompt payment. It will be an essential requirement for payment that the Contractor submits the corresponding invoice for payment and deliver the documents demonstrating the provision of services and the performance of the work or compliance with the conditions set out in the Order.

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

Preferably, the method used to invoice the provision of the services or the performance of the work will be self-billing under art. 17 of Presidential Decree no. 633/72, through which Repsol will issue the invoice on the Contractor's behalf i.e. reverse charge mechanism). If self-billing is not possible, the Contractor must use the electronic methods accepted by the Repsol Group.

For the purpose of correctly issuing the self-bill, where appropriate, the Contractor must tell Repsol in good faith whether they have opted for the VAT cash accounting scheme, under art. 32-bis of Legislative Decree n. 83/2012.

Repsol may apply to the payment of the amounts due under the Contract, any balances which may exist in Repsol's favor, arising from the Contract or from any other of the Contractor's legal relations with Repsol or with any other Repsol Group Company, 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 any other country.

To this end, the Contractor gives its irrevocable consent so that said payment obligations of any Repsol Group Company may be assigned to Repsol in order to proceed with the compensation.

15. Guarantees and other sureties

In accordance with the nature of the services provided or the work performed, Repsol may request the following sureties:

Guarantees:

- I. Surety for advance payments: shall be provided by the Contractor in the case of advance payments made by Repsol. The amount of the surety shall be equal to the amount of the advance. This surety shall be established using the guarantee template in Appendix I and shall be progressively reduced as the advanced amount decreases.
- II. 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 guarantee period expires and for the amount established in the Order. If the expiration date of the guarantee is prior to the expiration date of the warranty period, the Contractor shall be obliged to extend it one month prior to the expiration date of the guarantee. This surety shall be established using the guarantee template in Appendix II.
- III. Guarantee of the controlling company will be established by the Contractor'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. That surety shall be established using the guarantee model of the controlling company in Appendix III.

Guarantee withholdings

Notwithstanding other withholdings provided for in these General Terms and Conditions, the withholding of each invoice amount as a guarantee shall be established in the Order.

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The withholdings referred to in this section shall be withheld until the warranty period has expired.

The Contractor agrees to maintain the guarantee in force during the entire term of the Order and the Warranty Period. Any non-compliance with this obligation or any failure to renew or extend the guarantee before the expiry of the relevant guarantee, shall entitle Repsol to enforce the guarantee for its full amount, and the security that this guarantee represents will thereby be replaced by the withholding of that amount as a guarantee of fulfillment of the secured obligations.

16. Insurance

Notwithstanding the Contractor's liability under the Order, without being limited by this clause, the Contractor shall take out and maintain in force at its own expense and at all times during the provision of the services or performance of the work, and with companies of renowned financial solvency, the insurance described hereunder. The amounts of such insurance policies shall never be less than the mandatory amounts under current laws. It is understood that the amounts for said insurance shall never be less than the mandatory amounts pursuant to current laws and standards and that their maintenance will not alter any of the obligations to hold harmless established by the Order.

Sickness and occupational accident insurance for employees assigned to the provision of the service or performance of the work, in accordance with Applicable Laws, including the laws of the country of origin of its expatriate employees.

Employer's public liability insurance including, inter alia, public liability for employers, products and post-works, professional, cross-liability and accidental pollution and contamination, with a minimum limit of EUR 4,000,000 per loss occurrence and year. The aforementioned insurance shall include Repsol as an additional insured party within the scope of the liabilities assumed by the Contractor under the Order, without affecting Repsol's third-party status.

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

- Prevention services, general services and maintenance associated with offices (including hotels and catering, and document management and retention).
- Marketing, Publicity and Organization of Events
- Technological collaboration with teaching institutions, software licenses with technical support or maintenance, and laboratory analyses.

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

If the provision of services 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.

Environmental Liability Insurance with a minimum limit of EUR 4,000,000 per loss occurrence and year, for the activities listed below:

- Manufacture, operation, handling, storage or supply of hydrocarbons.
- Treatment and removal of waste.
- Lease of own land or industrial facilities.

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

Whenever aircraft (including helicopters) are needed for the provision of the services or performance of the work:

- Aircraft Liability Insurance (including helicopters) with a minimum limit of EUR 10,000,000 per loss occurrence and year.
- Ordinary Hull and complimentary War Insurance for the replacement value of the aircraft and equipment.

Whenever watercraft are needed for the provision of the services or performance of the work:

- Hull/Machinery Insurance for the replacement value of the vessel, equipment and supplies.
- Protection and Indemnity Insurance (Owner/Charterer), with a Club of the International Group under standard entry conditions, including coverage for pollution and contamination.
- For watercraft that, due to their characteristics, cannot be admitted to a P&I Club, Watercraft Public Liability Insurance with a minimum limit of EUR 5,000,000 per loss occurrence and year.

If necessary, Transportation Insurance for the goods or equipment covered by the Order, in accordance with the purchasing conditions and the Incoterms agreed upon in the Specific Terms and Conditions.

Notwithstanding the foregoing, the Contractor may take out such additional insurance as it deems deemed necessary to fully cover its liabilities under the Order.

Prior to commencing the provision of the services or performance of the work, the Contractor shall furnish Repsol with a certificate for the insurance taken out and the receipts or supporting documents demonstrating that the Contractor is up-to-date on the payment of the respective premiums. This certificate will be included in the Order as an Appendix. Failure to submit the certificate will empower Repsol to terminate the Contract for reasons attributable to the

Contractor. The Contractor must deliver a new certificate to Repsol when the insurance requested in the Order is renewed and at any time at Repsol's request.

The Contractor is required to inform Repsol in writing of any incident that affects the validity and conditions of the insurance obtained.

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

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

All insurance referred to in this Section (16. Insurance) shall include a provision whereby the insurers agree to waive their rights of subrogation against Repsol.

The Contractor, under its sole responsibility, shall require the Subcontractors to maintain the same liability and insurance policy as that required of the Contractor. This does not exempt the Contractor of its liability to Repsol.

All the insurance policies referred to in this Section (16. Insurance) shall be primary to any other insurance taken out by Repsol.

As soon as any of the parties becomes aware of any circumstance that may give rise to a claim under the insurance policies mentioned in this clause, it must notify the other party of the incident and it will be reported to the relevant insurance company. Each party must provide the assistance that may be necessary for the notification, preparation, negotiation and resolution of incidents.

The insurance required in this Section (16. Insurance) may be covered by existing insurance policies or programs, and also by combining these with individual, primary, umbrella or excess policies...

17. Penalties for non-compliance

Penalties for non-compliance by the Contractor or for non-compliance of the agreed-upon service levels shall be governed by the provisions of the Order and will be entirely independent of the existence of damages or losses.

In all cases, the penalties shall be applied notwithstanding Repsol's right to demand completion of the Order or compensation for the damages sustained.

Repsol may deduct the penalties that may apply from the Contractor's outstanding invoices or enforce the guarantees, notwithstanding other means of enforcing them.

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

18. Subcontracting

The Contractor may not subcontract the execution of the Order, fully or in part, without Repsol's prior written consent, issued subject to the submission – and positive outcome of the related analysis conducted by Repsol as provided in Clause 9 of the therein mentioned documentation concerning each subcontractor. In any case, the subject of the subcontract cannot fully coincide with the services. Without this authorization, a subcontractor will not be recognized under any circumstances as having the nature or status of an authorized subcontractor and this will constitute grounds for terminating the Order in accordance with Clause 20 (Termination of the Order).

In case of subcontracting, the Contractor shall include in the contract with each subcontractor clauses that provide for:

(i) the subcontractor's obligation to assume the same information and documentation submitting obligations towards the Contractor and in favor of Repsol as set forth in section 4.5;

(ii) the subcontractor's obligation to comply, with respect to the personnel employed in the subcontract, with all the obligations already stipulated in this document for the Contractor, with the obligation for the Contractor to verify the compliance and provide Repsol with the relevant documentation in order for Repsol to check it;

(iii) the subcontractor's obligation to promptly and correctly fulfill its tax obligations;

(iv) the subcontractor's obligation to provide the personnel employed in the subcontract with an identification badge containing the employee's general information and the employer's details, pursuant to Article 18 of Legislative Decree 81/2008, if applicable;

(v) the subcontractor's obligation to provide a valid D.U.R.C. and D.U.R.F. throughout the duration of the subcontract, and, where applicable, to comply with the mechanism related to tax withholdings;

(vi) the Contractor obligation to verify that the obligations set out in points i, ii, iii, iv, and v are correctly carried out by the subcontractor;

(vii) the subcontractor's prohibition from further subcontracting the services under the Order;

(viii) the subcontractor's declaration that it possess all the technical and professional requirements in accordance with Applicable Laws, including those required under Legislative Decree 81/2008 and the subcontractor's obligation to provide the Contractor with the relevant documentation attesting compliance of the subcontractor with Applicable Law.

The Contractor undertakes to provide Repsol with the documentation related to each subcontractor by the same deadlines specified in section 9, notwithstanding the obligations related to subcontracting authorization as outlined in this clause.

The Contractor undertakes to provide Repsol with the documentation attesting the subcontractors' technical and professional requirements in accordance with Applicable Law, including those required by Legislative Decree 81/2008.

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Any subcontracting proposed by the Contractor is driven solely by Contractor's own interests. In any case, subcontracting will not generate any contractual relationship whatsoever between Repsol and the subcontractors and will not alter and/or diminish the Contractor's direct liability regime in any way nor will it exonerate the Contractor from its liabilities and contractual obligations.

The Contractor shall at all times be and remain responsible for the quality, performance and timely execution of the services, this document and the Order by its subcontractors. Notwithstanding the Contractor's obligations outlined in this section, the Contractor shall ensure that each subcontractor complies with all the terms and conditions of this document, the Order and with all the Applicable Law, including on health and safety at workplace. The Contractor also undertakes to provide Repsol with the documentation attesting the subcontractors' technical and professional requirements in accordance with Applicable Law, including those required under Article 26, paragraph 1, of Legislative Decree 81/2008. The Contractor is directly liable to Repsol for all actions, infringements or negligence by any of its subcontractors (including those concerning the personnel employed for performing the Services, and those concerning the health and safety at workplace), their agents, consultants and Personnel, and the Contractor will hold Repsol harmless from any breach thereof, indemnifying Repsol and its Groups Companies for any damage caused by them or related to their personnel or any individual assigned in performing the services (concerning remuneration, social security contributions, insurance, taxation, health and safety, existence of de facto employment relationship with Repsol, etc.).

All the Contractor's obligations and responsibilities shall also be required by the Contractor of the subcontractors, as provided in each Order. The Contractor is directly liable to Repsol for the compliance of its subcontractors.

19. Order assignment and transfer of credit

The Contractor shall not assign all or part of the Order or any of the obligations under the Order.

The Contractor may only make credit transfers, pledges, or sign factoring contracts for the credit arising from the purchase or supply or any other form of disposal of the credit to which it is entitled under the Order, once Repsol has authorized it to do so in writing prior to each disposal.

20. Termination of the Order

Termination of the Order due to non-compliance:

Either party may terminate the Order pursuant to article 1454 of Italian civil code in the event of non-compliance by the other of any of the obligations set out in the Order, by giving to the other Party a period of fifteen (15) Business Days from the receipt of a written notification to cure the ground(s) for termination (or the different term agreed in writing between the Parties). Upon the expiry of the term given the terminating Party without the other Party having remedied its breach, the Order shall be deemed as terminated.

Without prejudice to the above and to the specific hypotheses provided in each Order, Repsol shall have the right to immediately terminate the Order pursuant to article 1456 of Italian civil code (clausola risolutiva espressa) if any of the following events occur:

- The existence of serious inaccuracies in the information provided by the Contractor in terms of its business organization and its ability to execute the Order, or any other aspect of the provision of the services or performance of the work.
- Failure to execute the services or work that are object of the Order within the deadline and under the other conditions set forth therein, or the defective execution with non-compliance of the agreed-upon qualities and guarantees, or other aspects of the Order.
- When, for reasons attributable to Contractor, the services or works are suspended or halted, or there is no continuity or due diligence in their execution.
- Non-compliance by the Contractor with these General Terms and Conditions or the documents that form part of the Order, with specific reference to the obligations set forth under clauses 4.5, 4.21, 5, 9, 12, 18 of these General Terms and Conditions and in particular in case the Contractor fails to submit the documentation mentioned in section 9 and 18.
- Failure to deliver all the pertinent documentation relating to or arising from the provision of the services or performance of the work in a timely manner.
- Failure to deliver to Repsol, upon request, the labor-related documentation mentioned in Clause 9, Section 1 of these General Purchasing Conditions.
- Non-compliance with Legislative Decree 152/2006 and Legislative Decree 81/2008) and any other Applicable Law on the protection of the environment, and health and safety at workplace.
- 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 labor-related or Social Security obligations.
- Failure to deliver guarantees or securities, or the non-renewal or expiration thereof, for any reason, prior to fulfilling of the guaranteed obligations.
- There is a Change of Control of the Contractor or any extraordinary transaction involving the Contractor (including the transformation into another legal entity) without the written approval of Repsol.
- Assignment or subcontracting without Repsol's consent.
- Non-compliance with the Code of Ethics and Conduct for Contractors.
- Failure by the Contractor or its Related Persons to comply with Anti-Corruption Laws.

In addition, Repsol shall be entitled, without incurring any liability to Contractor, to suspend or terminate, in whole or in part, the Order or contract with immediate effect: (i) in the event of non-compliance with or a breach or violation by the Contractor or its Related Persons of any representation, warranty or commitment assumed under Section 4.7. of these General Terms and Conditions; or (ii) if compliance with any of Repsol's duties and obligations vis-a-vis the Order or contract is restricted or prohibited in any way under the applicable Sanctions.

In the event of termination pursuant to article 1456 of the Italian civil code, the termination shall be effective from the date on which either Party notifies the other of its decision in this regard, subject to Repsol's right to claim compensation for damages.

In those cases where the Order is terminated for reasons attributable to the Contractor, Repsol may, in addition to any others legally permitted and without prejudice to the compensation for damages, adopt all or some of the following measures:

- Suspend outstanding payments pursuant to article 1460 of Italian Civil Code until the amount due to the Contractor has been determined in good faith among the Parties;
- Enforce the guarantees provided by Contractor.
- Withhold further payment to Contractor.

Withdrawal from the Order:

Repsol reserves the right, at its sole discretion, to unilaterally withdraw from the Order by notifying the Contractor. In this case, as sole and exclusive remedy, the Contractor shall be entitled to (i) the payment of the Price for the services performed until the withdrawal date (net of any accrued liquidated damages, if any) and (ii) receive the reasonable, documented, and justified direct costs (includes those of terminating Subcontracts (provided all of the foregoing were procured in accordance with this document and to the extent that such Subcontracts are not assumed by Repsol)). The Contractor shall submit such a claim within three (3) months of the date of termination under this paragraph.

Neither party shall be liable to the other under any circumstances for any indirect or consequential damages, loss of profits or loss of production or contracts, except for in case of willful misconduct or negligence.

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

If the Contractor files for judicial liquidation in accordance with the Business Crisis and Insolvency law currently 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 provide 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 template Repsol has established at the time to Repsol for the total amount of services or works to be delivered, or any other guarantee accepted by Repsol, to guarantee fulfillment by the Contractor of all its contractual obligations.

Should the Contractor fail to provide all the evidence referred to in this section within this ten (10) day period, Repsol shall be entitled to terminate the Order and to be compensated by Contractor for any damages caused by the aforementioned termination.

21. Force majeure

Neither of the parties shall be held liable for non-compliance or non-fulfillment of its obligations under the Order when its execution is delayed or rendered impossible by a Force majeure event. Force Majeure shall be understood to be all those cases where unforeseen circumstances occur, or circumstances that were foreseen but inevitable, which do not depend on decisions of the parties or 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 for the affected party, provided there is no negligence or fault by the affected party.

The suspension of contractual duties shall last as long as the cause that led to the Force Majeure event continues. The affected party shall immediately inform the other no later than 48 hours after the Force Majeure event occurs, and make reasonable efforts to resolve the cause of the suspension within the shortest possible time.

If the Force Majeure event persists in such a way that it thwarts provision of the services or performance of the work within Repsol's deadlines, or, in any case, if it lasts more than three (3) months, the party that is not affected by this situation may, within fifteen (15) days' notice, request the termination of the Order.

For the purpose of the Order and the contract, force majeure events shall not include any strike by the Contractor's Personnel while executing the Order.

Repsol will be free to suspend the Order and contract a third party to provide the service or perform the work involved, and pay the extra costs caused by these circumstances.

22. Information protection and personal data processing

Information protection

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, shall 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's Internal

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Regulations, so as to ensure the adequate security thereof by ensuring its confidentiality, integrity and availability.

Confidentiality of Information and Documents:

All information provided by Repsol to the Contractor or any information to which the Contractor may have access during the execution of the Order, regardless of its nature or the means by which or the medium on which it is disclosed, shall be confidential and exclusively used by the Contractor for the purposes of executing the Order

Any reproduction, distribution and public disclosure of such information is expressly prohibited. The Contractor shall be liable to Repsol for the misuse of Repsol's information by its Personnel or any other persons that may have had access to the information.

If the Contractor receives evidence or becomes aware that the confidential information is being, in the Contractor's opinion, processed or used inappropriately, the Contractor shall inform Repsol as soon as possible. In this case, the Contractor shall immediately adopt all the necessary measures to guarantee the adequate use of the Information and provide proof of their adoption to Repsol.

In the case of confidential information received from third parties, Repsol and the Contractor undertake to inform each other and to comply with the terms and conditions of the confidentiality obligation established with third parties. Each party shall be liable for the eventual misuse of such information by their Personnel at any given time.

Once the Order is terminated for any cause and, in any case, at Repsol's behest, the Contractor shall return the information to Repsol in its entirety or destroy it and certify its destruction (total destruction, without any possibility of recovery or rollback), at Repsol's discretion. The Contractor shall only be entitled to maintain a 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 shall be understood to be infringed in those cases where the Contractor can provide written proof that the information received from Repsol:

- was lawfully in the possession of the Contractor on the date on 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;
- proves to be in the public domain on the date that Repsol provided it to the Contractor;
- comes into the public domain after being communicated by Repsol, without negligence or fault on the Contractor's part;
- was prepared independently by the Contractor and without making use of the information disclosed by Repsol;
- should be disclosed pursuant to statutory mandate, by court order, or according to the regulations of a financial, governmental or other body or entity applicable to that specific case, a fact that must be reported immediately to Repsol in order to enable it to seek the appropriate legal means to prevent or limit the scope of such a disclosure.

The Contractor warrants to Repsol that all data and/or information submitted to Repsol prior, during and as a result of this Order was obtained lawfully and by legitimate means and that its disclosure and/or transfer to Repsol does not infringe any right or secret of any third party or Applicable Law. The Contractor shall defend, indemnify, and hold Repsol harmless against any claim or penalty by third parties arising from a breach of this warranty, and it shall indemnify Repsol against all possible damages and/or losses caused to Repsol as a result of such breach.

Processing of personal data:

Definitions:

- Personal data, Data Processor and processing** will have the meaning assigned to them in Article 4 of Regulation 2016/679 of the European Parliament and of the Council of April 27, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR").
- Rights:** means the rights of access, rectification, suppression and opposition, limitation on processing, portability of personal data and of not being subject to automated individualized decisions, and others recognized by Data Protection Laws.
- Contractor's employees:** means the employees on the Contractor's payroll and the employees of the Contractor's subcontractors.
- Contractor:** the third party signing the Order with Repsol.
- Contractor's representatives:** means both the individual or individuals who sign the Order on behalf of the Contractor and those that the Contractor has identified as contact persons.
- Repsol:** the Repsol Group Company signing the Order.
- Data Controller:** in addition to the meaning given thereto in Article 4 of the GDPR, for the purposes of this document, the Data Processor shall be understood to be Repsol.

Information on the data processing of representatives, contact persons and the Contractor's Employees

The Contractor undertakes to inform the Contractor's representatives and the Contractor's Employees of the Personal Data Processing policy included in this clause in the event that their Personal Data is given to Repsol. The Contractor guarantees Repsol's indemnity regarding any claims or sanction imposed on the Contractor due to breach of its duty of information, when the Contractor has failed to comply with its information obligation.

The Data Controller:

- informs the Contractor's Representatives, to whom the Contractor will pass on this information, that their Personal Data will be processed by Repsol for the purpose of: (i) managing the maintenance, compliance, development, control and execution of the provisions of the Order; (ii) complying with its policies and obligations regarding the prevention of money laundering and the financing of terrorism; and (iii) so that the Data Controller can comply with its standards of diligence regarding the identification of the third parties with which it enters into relationships. The legal basis for the Processing is: (i) the execution of the Order and the Processing; (ii) legal compliance; and legal compliance of the Processing; and (iii) the legitimate interest of the Data Controller;
- informs the Contractor's Employees, to whom the Contractor will pass on this information, that their Personal Data will be processed by the Data Controller in order to manage the Order, control access to and the time spent at Repsol Group's facilities by the Contractor's Employees and, within the legally permissible limits, to limit access to said facilities, control the execution of the Order, confirm compliance by the Contractor with its tax, labor-related and Social Security obligations, to manage the accident rate records of the Repsol Group's facilities, and any other actions that may be necessary for the proper execution of the Order. The legal basis for this Processing is the execution of the Order;
- informs the Contractor, the Contractor's Representatives and the Contractor's Employees that their data may be subject to processing by the Data Controller during an internal investigation resulting from a complaint made through the Repsol Group's ethics and compliance channel. The legitimate basis for this processing is the public interest. The details of this Processing are available on the ethics and compliance channel at www.repsol.com.

The Personal Data will be preserved by the Data Controller during the validity period of the Order and, on its expiry, until the statute of limitations period for any possible legal liabilities of any kind has elapsed. Once the legal statutes of limitation periods have elapsed, the Personal Data will be destroyed.

The Data Controller will not transfer Personal Data to third parties except in those cases where the law so provides, although they may be accessible to providers who provide services to the Data Controller, and to other Repsol Group Companies in order to fulfill the required purposes.

The Contractor's Representatives and the Contractor's Employees may exercise their Rights by writing to the Data Controller at its corporate address. In processing based on the legitimate interest of the Data Controller, and notwithstanding the foregoing, they also have the right to request information on the weighting performed by the Data Controller. Likewise, if they consider that their Personal Data have not been processed in accordance with the data protection regulations, they may contact the Data Protection Officer at the address protecciondatos@repsol.com and/or file a complaint with the Spanish Data Protection Agency (www.aepd.es).

Personal data may be subject to processing on servers located both within and outside the European Union that belong to the Data Controller or to third parties providing services to the latter. Possible international transfers of Personal Data will always be made in accordance with Chapter V of the GDPR.

Further information on how the Data Controller processes Personal Data can be found in the Privacy Policy at www.repsol.com/privacidad.

Personal data processing as Data Processor:

Exceptionally, for reasons inherent to the provision of the Services, Repsol may authorize the Contractor's access to personal data for which Repsol is accountable. In this case, the contents of Appendix IV "Processing of personal data by the Contractor (Data processor)" will apply, which the parties must complete and sign before the start of the Services and which establishes the obligations and responsibilities of the parties regarding Repsol's processing of personal data to which the Contractor has access in order to execute the Order

23. Intellectual Property

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 or acquired independently by each of the parties prior to the execution of the Order shall be owned by the party that generated or acquired them.

The Contractor may use Repsol's Prior Rights exclusively to execute the services or work, without this use implying the granting of any license thereto. The Contractor undertakes not to develop for third parties any invention or intellectual creation arising from Repsol's Prior Rights, unless expressly authorized in writing by Repsol.

Results.- All Industrial and Intellectual property rights to and know-how for the work performed by the Contractor for Repsol or in connection with the execution of the services or work 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 of assignment to third parties.

Repsol has the right to use the Results in any way it chooses, including reproduction, distribution and public communication, on any medium and in any format, as well as the right of transformation.

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The Contractor shall request Repsol's written consent in advance in order to be able to use the full or partial Results in any publication.

Responsibility for use of third-party rights:

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

Use of the trademark:

The Contractor expressly recognizes Repsol's exclusive ownership of the trademarks and logos (brands and trade names) that it provides and whose use it authorizes for the purpose of fulfilling the Order.

The Contractor agrees to use said Repsol trademarks and logos exclusively for the purposes of completing the Order. For any subsequent use thereof, it will be necessary, in all cases, to obtain the prior written consent of Repsol.

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

24. Audits

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

Repsol will have the right to conduct audits, either on its own or through third parties, solely to ensuring the compliance with the terms of the Order when strictly necessary. All audits, along with any inspections, verifications, or checks conducted by Repsol to ensure compliance with the service specifications outlined in each Order referenced in this document, must be regarded as being performed with full respect for the autonomy and independence of the Contractor's organization. Repsol will give written notice of the audit to be conducted 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 will not alter the Contractor's liability nor exempt it from its obligations under the terms of the Order. The Contractor shall preserve all the files and documents relating to the Order, including those relating to any obligations contained in these documents and any potential subcontracting for a sufficient period from the termination of the contractual relationship to the extent possible and permitted by Applicable Law.

25. Communications

All communication between the Parties relating to the Order must be in writing or conducted through the agreed electronic means. To be binding it shall be signed by persons duly authorized by the issuing Party.

The parties agree to the validity of e-mail as a valid means for communicating all matters relating to the daily management of the relationship with Contractor.

For all other issues outside of the daily management of the relationship with the Contractor, communication must be carried out using other reliable means.

Unless otherwise agreed, the valid address for services will be that 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

The General Terms and Conditions and the Order shall be governed by Italian law.

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 of the Milan, Italy.

28. Appendix

Appendix I: Bank guarantee for advance payments template

Appendix II: Bank guarantee for faithful performance and surety for goods, works or services template

Appendix III: Parent/subsidiary guarantee template

Appendix IV: Processing of personal data by the Contractor

Appendix V: Statement by a Public Official.

29. Appendix 1: Bank guarantee for advanced payments template

The Bank EIN: with registered office for all purposes at (hereinafter, "the BANK") and, on its behalf, Mr./Ms.

That in relation to the order/contract entitled (hereinafter, "the order/contract"), signed between the Company (hereinafter, the Beneficiary), EIN with registered office in Madrid at

..... and the Company (hereinafter, the Supplier) with registered office in XXXX, calle XXXXXX, and with EIN no. XXXXXXXX.

GUARANTEES

Irrevocably and unreservedly, expressly relinquishing the rights of prior enforcement of the Supplier before the **Beneficiary** up to a limit of EUR (*figure and words*)

....., completion by the Supplier of the obligations arising from the purchase order/contract, in particular the return of any amounts that the **Beneficiary** paid in advance to the Supplier as a result of the order/contract, and for the responsibilities which the Supplier 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 authorized by a representative of the **Beneficiary**, without further need for authorization, proof or consent from the Supplier and with no permissible excuse, including the Supplier's opposition or dispute to the enforcement of the guarantee.

This guarantee constitutes an autonomous guarantee, on-first demand and without right to raise any exceptions (*garanzia autonoma a prima richiesta e senza eccezioni*), stipulated by way of derogation from the provisions relating to "Fideiussione" provided for the Italian civil code and therefore, inter alia:

- the Beneficiary may request the payment directly against the Bank, without any obligation of prior enforcement of the Supplier or any other co-obligor or guarantor, and despite opposition from the Supplier, expressly waiving the Bank to the benefit referred to in Article 1944 of the Italian civil code;
- the limitation period (*decadenza*) under the article 1957 of the Italian civil code will not apply to relations arising from this guarantee;
- the Bank also acknowledges that the provisions set out in Articles 1247, 1939, 1953, 1945 and 1955 of the Italian civil code will not apply.

This guarantee is completely independent of any other personal guarantees or collateral that may be established in favor of the **Beneficiary** due to the guaranteed obligations or other obligations assumed by the **Supplier** and the constitution of such shall not affect the validity of this guarantee, nor will it affect the enforcement or non-enforcement thereof. The payment obligations and any further obligations of the Bank shall not be affected by the occurrence of any of the following circumstances, whether or not it is notified thereof: (i) the amendment of the purchase order/contract or of the obligations arising therefrom; (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; and (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. The guarantee shall be effective from the date hereof and shall be valid until the earlier of the date on which (i) the Beneficiary has notified in writing the Bank that is fully release from any liabilities under the guarantee and (ii) [·] (the "**Expiry Date**").

No failure by the Beneficiary to exercise or delay by the Beneficiary in exercising any right or remedy shall operate as a waiver, nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.

The signatories state that they are authorized 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 Guarantee 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 arising from the Contract.

This guarantee is governed by Italian law. In relation to any matters that may arise, the parties expressly subject themselves, expressly waiving any other jurisdiction to which they may be entitled, to the Court of [Milan], Italy.

Place, date and signature:

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30. Appendix II: Bank guarantee for faithful performance and surety for goods, works or services template

THE BANK _____, an Entity with registered office at _____ street and EIN _____ (hereinafter, "the Bank") and, on its behalf, Mr./Ms. _____ by virtue of the powers of attorney granted by the Notary of _____, on _____, under number _____ of his protocol and

registered in the Commercial Register of _____, with entry no. _____, on sheet _____ corresponding to this Entity

That in regard to the order/contract entitled _____ (hereinafter, "the purchase order/contract"), signed between the Company _____ (hereinafter, the **Beneficiary**), with EIN _____, with registered office in Madrid _____ and of the Company _____ (the **Supplier**), with EIN _____, with registered office at _____

GUARANTEES

Irrevocably and unreservedly, expressly relinquishing the rights of excussion, division and order to the **Supplier** before the **Beneficiary** up to a limit of EUR (figure and words) _____, completion by the **Supplier** of the obligations arising from the order/contract, and for the responsibilities which the **Supplier** 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 authorized by a representative of the **Beneficiary**, without further need for authorization, proof or consent from the **Supplier** and with no permissible excuse, including the **Supplier's** opposition or dispute to the enforcement of the guarantee.

This guarantee constitutes an autonomous guarantee, on-first demand and without right to raise any exceptions (*garanzia autonoma a prima richiesta e senza eccezioni*), stipulated by way of derogation from the provisions relating to "Fideiussione" provided for the Italian civil code and therefore, *inter alia*:

- (i) the **Beneficiary** may request the payment directly against the Bank, without any obligation of prior enforcement of the **Supplier** or any other co-obligor or guarantor, and despite opposition from the **Supplier**, expressly waiving the Bank to the benefit referred to in Article 1944 of the Italian civil code;
- (ii) the limitation period (*decadenza*) under the article 1957 of the Italian civil code will not apply to relations arising from this guarantee;
- (iii) the Bank also acknowledges that the provisions set out in Articles 1247, 1939, 1953, 1945 and 1955 of the Italian civil code will not apply.

This guarantee is completely independent of any other personal guarantees or collateral that may be established in favor 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 thereof.

The payment obligations and any further obligations of the Guarantor under this Guarantee shall not be affected by the occurrence of any of the following circumstances, whether or not it is notified thereof: (i) the amendment of the purchase order/contract or of the obligations arising therefrom; (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; and (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. The guarantee shall be effective from the date hereof and shall be valid until the earlier of the date on which (i) the **Beneficiary** has notified in writing the Bank that is fully released from any liabilities under the guarantee and (ii) [•] (the "**Expiry Date**").

No failure by the **Beneficiary** to exercise or delay by the **Beneficiary** in exercising any right or remedy shall operate as a waiver, nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.

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 signatories state that they are authorized 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 Guarantee 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 governed by Italian law. In relation to any matters that may arise, the parties expressly subject themselves, expressly waiving any other jurisdiction to which they may be entitled, to the Court of [Milan], Italy.

31. Appendix III: Parent/subsidiary guarantee template

PARENT/SUBSIDIARY GUARANTEE

The Guarantor (Company name of guarantor and EIN of the Parent guarantor), with registered office at _____

_____, and, on its behalf, Mr. _____ with Spanish National Identity Card (DNI) no. _____, holding sufficient powers of attorney to bind him/her in this act, by virtue of Deed no. _____ dated _____ authorized by the Notary _____ and registered in the Commercial Register of _____

_____, in volume _____ sheet _____, entry _____

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 _____ (Guaranteed Entity/ Company name and EIN), with registered office at _____, before _____ (the **Beneficiary/Company** name and EIN of the Repsol Group Company that is the **Beneficiary** of the Guarantee), with registered office at _____, up to a maximum limit of EUR _____ (figure and words), completion by _____ (the guaranteed Entity) of all the obligations it may hold before (the **Beneficiary/Company** name and TIN of the Repsol Group Company that is the **Beneficiary** of the guarantee), and for the liabilities that the guaranteed entity may incur as a result of commercial relations of any kind 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 authorized representative of the **Beneficiary** _____

in which it indicates that the amount claimed is due and callable from the guaranteed entity, without further need for authorization, proof or consent from (the guaranteed Entity) _____

and with no permissible excuse, including the guaranteed entity's opposition or dispute to the enforcement of the guarantee. The obligations of the Guarantor under this guarantee will cease when the maximum guaranteed figure has been reached with the sum of the amount of its different partial enforcements.

This guarantee constitutes an autonomous guarantee, on-first demand and without right to raise any exceptions (*garanzia autonoma a prima richiesta e senza eccezioni*), stipulated by way of derogation from the provisions relating to "Fideiussione" provided for the Italian civil code and therefore, *inter alia*:

- (i) the **Beneficiary** may request the payment directly against the Guarantor, without any obligation of prior enforcement of the Guaranteed Entity or any other co-obligor or guarantor, and despite opposition from the Guaranteed Entity, expressly waiving the Guarantor to the benefit referred to in Article 1944 of the Italian civil code;
- (ii) the limitation period (*decadenza*) under the article 1957 of the Italian civil code will not apply to relations arising from this guarantee;
- (iii) the Guarantor also acknowledges that the provisions set out in Articles 1247, 1939, 1953, 1945 and 1955 of the Italian civil code will not apply.

The payment obligations and any further obligations of the Guarantor under this Guarantee shall not be affected by the occurrence of any of the following circumstances, whether or not it is notified thereof: (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 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; and (v) the invalidity, nullity or voidability of any of the stipulations or obligations arising from the Purchase Order/Contract. (*) (*). The guarantee set forth herein is irrevocable. The Guarantee shall be effective from the date hereof and shall be valid until the earlier of the date on which (i) the obligations contracted by the Guaranteed Entity with the **Beneficiary** have been properly and completely fulfilled, and (ii) the **Beneficiary** has notified in writing the Guarantor that is fully released from any liabilities under the guarantee. (**)

No failure by the **Beneficiary** to exercise or delay by the **Beneficiary** in exercising any right or remedy shall operate as a waiver, nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.

The Guarantor states that the powers of attorney under which its representative(s) act(s) 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 thereof, 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 therein without requiring the previous consent of the Guarantor or of the guaranteed Entity.

This guarantee is governed by Italian law. In relation to any matters that may arise, the parties expressly subject themselves, expressly waiving any other jurisdiction to which they may be entitled, to the Court of [Milan], Italy.

Repsol Renewables’ general terms and conditions for the contracting of services and/or works in Italy



Owner: LCG Procurement	Revision: A
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32. Appendix IV: Processing of personal data by the Supplier

See Appendix in attached file

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

Explanatory Notes:

- (*) This paragraph would be included when there is a previous Contract or a clear Purchase Order that give rise to the commercial relations to be secured by the 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 relation will not affect the guarantee.
- (**) This template is for guarantees of an indefinite term. In the event that the length of the term of the guarantee has to be limited, we offer possible alternative texts:
- (i) "This guarantee expires on _____(include exact date), however, after that date the Beneficiary may claim obligations arising before the expiry date pending payment by the Guaranteed entity, until a maximum term of six (6) months subsequent to the expiry date.

Repsol Renewables' general terms and conditions for the contracting of services and/or works in Italy



Owner: LCG Procurement

Revision: A

33. Appendix V: Declaration by a public official or former public official

DECLARATION OF COMPATIBILITY WITH A PRIVATE ACTIVITY BY A PUBLIC OFFICIAL
OR FORMER PUBLIC OFFICIAL¹

Mr./Ms _____, with _____ Italian _____ National
Identity _____

Card/Passport no. _____, nationality _____ and with address _____ for notification
purposes at _____

_____, in accordance with the current legislation that
applies to *"incompatibilities for personnel in the service of Government Services"*,
DECLARES, expressly, that they are not affected by any reason for incompatibility with the
activity that they are going to perform for Repsol.

In addition, the undersigned undertakes to report to Repsol any change in their situation that
may affect this declaration.

In _____, on _____, 20 _____

Signed: _____

* If an active Public Official, you must attach the compatibility authorization from the respective
Government Service.

1 Concept of a Public Official: Public officials are all those who exercises a legislative,
administrative or judicial function with or without an employment relationship with the Italian
State, temporarily or permanently. For example, these include:

- Holders of public offices at the federal, international, state, regional,
provincial,
- or local level, including members of legislative bodies,
- holders of executive offices, and members of the judiciary.
- Employees of any government or government service (international, state,
or at any regional or functional level), including employees of parliamentary
and judicial bodies.
- Any individual acting under powers delegated by a public authority.
- Political party officials.
- Candidates for public office.
- Officials and employees of an international public organization, e.g., the
United Nations or World Bank.
- Personnel of state-owned or government-controlled companies. Especially,
national oil companies (NOC).

Concept of Former Official For the purposes of this declaration, a "former official" is
considered to be someone who has held a position as a public official in the last two years