

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

Scope: Spain	Code: 02-00012DC
Owner: Procurement and Contracts Division	Revision: 5.0

16.9. All insurances referred to in Clause 14.1 shall be primary to any other insurance that REPSOL may subscribe.

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

17. Penalties for non-compliance

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

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

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

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

18. Subcontracting

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

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

18.2. At all events, subcontracting will not generate any contractual relationship whatsoever between Repsol and the subcontractors. Subcontracting will not exonerate the Supplier from any of its contractual responsibilities or obligations. It will also be liable to Repsol for the acts, faults and negligence of any of its subcontractors, or their agents and personnel.

The Supplier is directly responsible to Repsol for the compliance of their subcontractors, authorised or otherwise, with that established in these General Conditions, holding Repsol harmless from any non-compliance with these.

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

18.3. All obligations and responsibilities referred to in these General Conditions shall also be required by the Supplier of authorised Subcontractors, who must provide proof of compliance to Repsol if requested.

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19. Order assignment and transfer of credit

- 19.1.** The Supplier shall not assign all or part of the Order or any of the obligations under the Order without Repsol's prior consent.
- 19.2.** The Supplier may only assign credits and pledges or enter into factoring agreements on the credits resulting from the provision of services and/or execution of work or any other type of disposition of credits to which it has a right under this Order once Repsol has authorised this in writing, prior to each provision. An essential requirement of this authorisation shall be the recognition and acceptance by the assignee or the beneficiary of the corresponding pledge or act of disposal that will also be subjected by Repsol to each and every one of the personal exceptions and any others arising from the Order that are enforceable against the Supplier. In particular, payment to the assignee shall only be made when the Supplier has no compensatable debt or seizures prior to the due date of payments.

20. Termination of order

20.1. Termination of Order due to non-compliance

- 20.1.1.** Either party may terminate the Order in the event of non-compliance by the other of any of the obligations set forth in the Order. The following shall especially be grounds for termination at the request of Repsol without limitation and in addition to those established by law:
- a. Existence of serious inaccuracies in the information provided by the Supplier in terms of its business organisation, compliance with the legislation on Sanctions and its ability to execute the Order or any other aspect of the provision of services and/or performance of works.
 - b. Failure to execute the services and/or work object of the Order within the period and under the other conditions set forth therein, or the defective execution with non-compliance of the agreed guarantees or other aspects of the Order.
 - c. When, for reasons attributable to the Supplier, the services and/or works are suspended, halted, or there is no continuity or due diligence in their execution, even if these events are due to strikes or conflicts within or outside of the Supplier's company.
 - d. Non-compliance by the Supplier of the present General Conditions or the documents which are part of the Order.
 - e. Failure to deliver all relevant documentation related and/or deriving from the provision of services and/or performance of work on time.
 - f. Failure to deliver to Repsol, if requested, the labour and tax documentations referred to in Clause 9, Sections 1 and 2, of these General Conditions of Purchasing.
 - g. Non-compliance with Occupational Risk Prevention, Safety, Health and Hygiene, Environmental (including legislation on waste management) and any other applicable regulations.
 - h. Non-compliance with the confidentiality obligations or infringement of intellectual or industrial property rights of third parties, as well as non-compliance by the Supplier or its Subcontractors with their labour or social security obligations.
 - i. Failure to deliver guarantees or securities, or their non-renewal or expiration, for any reason, prior to the fulfilment of the obligations guaranteed.

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- j. The inter vivos or mortis causa sale or transfer of the Supplier's company or partnership or its transformation into another legal entity without the written approval of Repsol.
- k. Assignment or subcontracting without Repsol's consent
- l. Non-compliance with the Ethics and Conduct Code for Suppliers.
- m. Non-compliance by the Supplier or its Linked Persons of the legislation on Sanctions.

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

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

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

20.2. Termination of Order at Repsol's behest:

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

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

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

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

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

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

21. Force majeure

21.1. None of the parties shall be held liable for non-compliance or non-fulfilment of their duties under the Order when they are delayed or made impossible by an event of Force Majeure. Force Majeure means all cases in

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which unforeseen circumstances occur, or circumstances that were foreseen but inevitable, that do not depend on decisions of the parties or that are beyond their control, and cannot be avoided by them and lead to the impossibility of fulfilling, in whole or in part, the obligations of the parties or make fulfilment extremely onerous for the affected party, provided there is no negligence or fault by the affected party.

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

22. Data protection

22.1. Protection of information

Any information owned by Repsol to be handled by the Supplier's Personnel throughout the execution of the Order, regardless of the medium on which it is stored, processed or transmitted and of its format, should be protected by the Supplier, 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 Supplier, and in the Repsol Group Internal Regulations, so as to ensure its proper security, by ensuring its confidentiality, integrity and availability.

22.2. Confidentiality of Information and Documents

- 22.2.1.** Any information provided by Repsol to the Supplier, whatever its nature, medium or format, must be used by the Supplier solely for the purpose of executing the Order. The reproduction, distribution and public communication of such information is expressly prohibited. The Supplier undertakes to fully restore it to Repsol or to destroy and certify its destruction, at the request of Repsol, once the Order has been executed and in all cases when Repsol requests this. The Supplier shall be liable to Repsol for information disclosed by Repsol misused by employees, subsidiaries, agents, subcontractors, suppliers, consultants or any other persons who may have access to information.
- 22.2.2.** If confidential information is received from third parties, Repsol and the Supplier undertake to inform each other of and fulfil the terms and conditions of the confidentiality obligation established with third parties, and each must be liable for any possible improper use which employees and other persons associated with them may make of such information at any time.
- 22.2.3.** The confidentiality obligations under this clause shall apply to the Supplier indefinitely.
- 22.2.4.** No previous obligations of confidentiality will be seen as infringed in cases in which the Supplier can prove in writing that the information received from Repsol:
- a. was lawfully in the possession of the Supplier on the date in which it was supplied by Repsol and provided that such information was not directly or indirectly acquired from Repsol or third parties by violating confidentiality obligations;

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- b. proves to be in the public domain on the date that Repsol provided it to the Supplier;
- c. becomes part of the public domain after being communicated by Repsol, due to no negligence or fault of the Supplier;
- d. was developed independently by the Supplier and without recourse to the information revealed by Repsol;
- e. should be disclosed pursuant to statutory mandate, by court order, or according to the regulations of a financial, governmental or other body/entity applicable to the case, a fact that must be reported immediately to Repsol in order to enable it to seek appropriate legal means to prevent or limit the scope of such a disclosure.

22.3. Protection of personal information

22.3.1. Communication of information for access control and control in the execution of the Order

If the execution of the Order requires that Personnel access Repsol facilities, the Supplier shall notify Repsol, seven days prior to access to these facilities, of the personal identification information of the corresponding Personnel, so that Repsol may use this information in order to better control access and time spent in its facilities, as well as carry out access control, accident records management in Repsol facilities and generally, whatever actions are necessary to properly execute the Order.

The personal information of Personnel communicated to Repsol shall be: full name, ID/Passport, company to which he/she belongs.

The Supplier must have the corresponding authorisation of the Personnel for the transfer of their information to Repsol.

The Supplier shall guarantee Repsol full indemnity against any claims and/or sanctions imposed as a result of the lack of valid and informed consent.

22.3.2. Communication of information for the purposes of Article 42 of the Statute of Workers

Pursuant to the provisions in Article 11 of Organic Law 15/1999 of 13 December on the Protection of Personal Information, in connection with Article 6 of this Organic Law, the Supplier shall inform Personnel of the transfer to Repsol of their personal identity information and information contained in the contribution forms and payroll, in order to fulfil the obligations under Article 42 of the Statute of Workers for employers in order to limit their liability in the work environment.

22.3.3. General

In the two cases above, the Supplier shall notify the Personnel of their access, rectification, cancellation and opposition rights for the information to be transferred, providing the following address for the exercise of those rights: (Information Security (Policy and Legal Aspects) Information Systems Management), Méndez Álvaro, 44 28045 Madrid, E-mail: sacportal@repsol.com (subject: Ejercer derechos ARCO – Exercise ARCO rights).

22.3.4. Information processing as Processing Manager

When providing services and/or performing work, if the Supplier accesses personal information contained in Repsol files, the Supplier shall:

- a) Process the Repsol personal information files according to its instructions and for the sole purpose of providing services and/or performing the work.

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- b) Not apply or use the personal information from the files owned by Repsol for purposes other than those set forth in the Order, and should not disclose or transfer them to other individuals or legal persons except for in the cases stated in the Order.
- c) Maintain professional confidentiality regarding the information being processed. This obligation shall extend to the Personnel that participate during any stage of information processing and shall persist even after the conclusion of the relations between the Supplier and Repsol and between the Supplier and Personnel.
- d) Delete, destroy or return any file to Repsol, as well as any file or document with any personal information object of processing after completion of the contractual provision of services and/or works, without retaining a copy thereof; or to retain, duly blocked and for the legal period necessary, the information from which the liabilities of this relationship may arise, all in accordance with the provisions for such purpose of Article 12.3 of the aforementioned Organic Law and Article 22 of RD 1720/2007. At all events, no individual or legal person may have knowledge of the information retained by the Supplier upon termination of the contractual relationship.
- e) Notify Repsol within a period of 24 hours from receipt by the Supplier of any petition of rights to access, rectification, cancellation and/or opposition to the processing of personal information stored in Repsol's files, and for which Repsol is responsible, by its Owner.
- f) Deliver the final audit report referred to in Article 96 and 110 of RD 1720/2007 to Repsol upon request.
- g) Allow Repsol to inspect the Supplier's facilities where the information is being processed, as well as the documentation and hardware and software, in order to verify fulfilment by the Supplier of its obligations and compliance with the applicable regulations on the protection of personal information. Repsol shall always conduct these inspections during working hours.
- h) Exempt Repsol from any claim, damages and/or penalties imposed or arising, whether from individuals or the corresponding government and/or legal bodies, due to actions and/or omissions attributable to the Supplier, as the party responsible for processing, and/or arising from non-compliance.
- i) Provide reasonable assistance to Repsol for any requests, applications, requirements and any other necessary procedures before the competent governmental or legal authorities, and specifically before the Information Protection Agency.
- j) To prepare its own security document under the terms established in Article 88 of RD 1720/2007, which identifies the file owned by Repsol to which it has access, its supervisor, and incorporating the security measures applicable to processing in accordance with Repsol's instructions, when the services and/or works which are the subject of this Order are provided by the Supplier on its own premises.
- k) To apply the necessary technical and organisational measures to ensure the security, confidentiality and integrity of personal information in accordance with the regulations in force at all times and following Repsol's instructions.

23. Intellectual property

23.1. Ownership

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

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

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

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

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

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

23.2. Responsibility for use of third-party rights

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

23.3. Use of the trademark

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

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

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

24. Audits

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

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

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

25. Communications

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

25.2. The parties agree to the validity of e-mail as a means of communication for all matters relating to the daily management of the relationship with the Supplier.

25.3. For all other issues outside of the daily management of the relationship with the Supplier, communication should be carried out through other reliable means.

25.4. Unless otherwise agreed, the valid address for services will be the one agreed upon by both parties.

26. Modifications

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

27. Settlement of disputes and litigation

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

27.2. It is agreed between the Parties that any issues that may arise in connection with the execution or interpretation of the General Terms and Conditions and the Order will be submitted to the Courts and Tribunals of Madrid.

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Appendix I: Advance payment collateral model

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

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

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Irrevocably and unreservedly, jointly and as broadly as may be required by law and expressly relinquishing the rights of excussion, division and order to the **Supplier** before the **Beneficiary** up to a limit of euros amounting to (*figure and words*) , completion by the **Supplier** of the obligations arising from the order/contract, especially the return of any amounts that the **Beneficiary** anticipated to the **Supplier** as a result of the purchase 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 10 calendar days from the date of a simple written request, duly signed by and authorised by a representative of the **Beneficiary**, without further need for authorisation or consent from the **Supplier** and with no permissible excuse, including the **Supplier’s** opposition to the enforcement of the guarantee.

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

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

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

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

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

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

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

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

Place, date and signature.

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

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

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

GUARANTEES

Irrevocably and unreservedly, jointly and as broadly as may be required by law and expressly relinquishing the rights of excussion, division and order to the **Supplier** before the **Beneficiary** up to a limit of euros amounting to (*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 10 calendar days from the date of a simple written request, duly signed by and authorised by a representative of the **Beneficiary**, without further need for authorisation or consent from the **Supplier** and with no permissible excuse, including the **Supplier’s** opposition to the enforcement of the guarantee.

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

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

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

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

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

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

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

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

Place, date and signature.

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Appendix III: Bid collateral model

The Bank , Tax ID: , domiciled..... , (hereinafter referred to as the BANK), and in its name and behalf Mr./Ms..... , That in relation to the Request for Tenders by the Company(hereinafter referred to as the **Beneficiary**), domiciled in Madrid, XXXXX street, and with TIN..... , and in which the Company..... (the **Supplier**) domiciled at XXXX, XXXXX street and TIN XXXXX has been invited to participate in relation to the awarding of (*state Reference, Works, Goods/Services*) (hereinafter the Request for Tenders)

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Irrevocably and unreservedly, jointly and as broadly as may be required by law and expressly relinquishing the rights of excussion, division and order to the **Supplier** before the **Beneficiary** up to a limit of euros amounting to (*figure and words*) , equivalent to 2% of the total budget of the bid submitted in the Request for Tenders, as a guarantee that if the **Supplier is the winning bidder**, it will proceed to sign the award contract and deliver the final deposit.

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

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

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

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

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

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

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

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

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

Place, date and signature.

Registration number in the Special Register of Guarantees

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

Scope: Spain

Code: 02-00012DC

Owner: Procurement and Contracts Division

Revision: 5.0

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Revision: 5.0

Appendix IV: List of required limits in the insurance policy according to products or services

The required limits shall always be those set forth by the Insurances Division and will be available in the Insurance channel in repsolnet. In case of doubt or contradiction, confirmation must be requested from the Insurances Division.

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Revision: 5.0

Approval

Validity

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

Revoked regulations

- None

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

Revision 5.0 approved by:

Approval:

18/10/2017

Ennio Fattiboni Martín

D. Procurement and Contracts

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

Scope: Spain

Code: 02-00012DC

Owner: Procurement and Contracts Division

Revision: 5.0
