



**Terms and Conditions for the Procurement of Works and Services
by EDP Spain ET/EDP-C-00001**

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**Terms and Conditions for the Procurement of Works and Services
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The purpose of these Procurement Terms and Conditions is to establish the general requirements to be met by Contractors in order to implement the work or provide the services contracted by any company of the EDP España Group (hereinafter, the Customer).

The final intended users of these Procurement Terms and Conditions are the Contractors approved to carry out work for or provide their services to the Customer.

Approval of the Contractor as a supplier of the Customer is an essential requirement for the procurement. The approval procedure shall be performed pursuant to the terms that the Customer notifies to the Contractor in due course.

Contracts for posting temporary workers entered into with Temporary Employment Agencies (ETT) are excluded from the scope of these Technical Specifications.

These Terms and Conditions shall be applicable to all those areas that have not been expressly regulated in the Contract or in the complementary documents.

Any exemption to these Terms and conditions shall only be valid and applicable with the prior express and written acceptance of the Customer.

Should discrepancies exist between the different documents making up the Contractual Documentation, the order of precedence shall be as follows:

1. Framework Contract or Open order.
2. Order or Delivery Order sent in writing to the Contractor by the Customer.
3. Amendment of the Contract Specifications of the Customer agreed, as applicable, in writing with the Contractor.

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4. Contract Specifications (including all the financial, technical, specific or general specifications and terms and conditions) of the Customer and other documentation delivered to the Contractor during the Call to Tender phase.
5. These Procurement Terms and Conditions (including the Technical Specifications (ETs), contract specifications (PCs) and other documents referred to therein).

Any exemption to the Procurement Terms and Conditions by the Contractor shall only be valid if it has been established in writing prior to the award, and expressly accepted in writing by the Customer. The exemptions thus agreed shall be applicable to the Contractual Documentation with respect to which they apply and cannot be extended to other contractual documents.

No procurement general term or condition or clause set by the Contractor in its bills, delivery notes, correspondence or any other document that contravenes, differs or restricts the content of the Contractual Documentation, including what is established herein, shall be deemed to be valid.

These Procurement Terms and Conditions shall be in force until all the obligations and commitments arising from the Contractual Documentation have been met.

2.- DEFINITIONS

CTAIMA or EGESTIONA: Computer application for the management of documents between EDP and the Contractor and/or supplier related to (i) the material and personal resources, subcontracting, occupational health and safety and the Coordination of Business Activities, which help the owner/main company and the contractor and subcontractors to carry out activities at their work centre to rigorously comply with the specific requirements defined in Royal Decree 171/2004, of 30 January, enacting Article 24 of the Occupational Health & Safety Act 31/95 concerning the Coordination of Business Activities and (ii) the tax obligations of the Contractor, including the current documentation list (preventive and other type of documents) to be delivered by the Contractor to the Customer pursuant to this Contract.

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That information list shall be regularly updated for legal or conventional needs and the latest list at any given moment shall therefore be applicable to the contract.

Contractual Documentation: All the documents setting out the terms and conditions of the relationship between the Customer and the Contractor (both relating to the work, supply and/or the service, and to the compensation), and to the will of the parties regarding entering into the contract. The Contractual Documentation includes the contract, order, amendments to the contract specifications agreed in writing with the Customer, the contract specifications, these procurements terms and conditions and complementary documents, present or future, to which they refer and, in general, any agreement signed by both parties.

Contractor: Supplier of goods/services for EDP España.

H&S: Occupational Health and Safety.

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**Terms and Conditions for the Procurement of Works and Services
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The submission of a bid by the Contractor to the Customer signifies acceptance of these Terms and Conditions and should the Contractor be awarded the Contract, they shall become an integral part of the contract.

3.2.- Award

1. The award shall be performed by means of a contract (hereinafter the Contract), consisting of all those documents expressly mentioned as an integral part of the contract.
2. The Customer hereby reserves the right not to proceed to the final award of the work if three original copies have not been returned to the Customer after 15 (fifteen) calendar days from the date of receipt of the Contract by the Contractor for its signing and stamping, with those formalities duly completed and accompanied by the documentation required in that regard.

3.3.- Term

Except when otherwise agreed, the Contractual Documentation shall come into force as of the moment of the signing of the Contract by the Contractor or of the acceptance of the Order by the Contractor. The term of the relationship shall be as established in the Contractual Documentation.

The relationship may be extended provided that it is so specified in the Contractual Documentation. Unless specified otherwise, it shall only be extended if the parties expressly agree and cannot be taken to be automatically extended.

3.4.- Licences, permits and authorisations

The Contractor hereby undertakes to manage, process and obtain, on a final and definitive basis and under its sole responsibility, any licences, permits and authorisations necessary to fulfil the contractual purposes. These include, but are not limited to, any municipal licence

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needed to execute works, transport permits, approval of facilities and systems, machinery approval, equipment tests, etc.

The Contractor shall pay any fees, taxes and costs arising from the aforementioned licences, permits and/or authorisations, even when the application is required by law to be in the name of the Customer.

The Contractor undertakes to keep those licences, permits and authorisations in force during the performance of the Contract.

The Contractor shall strictly comply with each and every one of the laws, orders, and state, regional, provincial, municipal and local regulations, applicable to the operations of the Contractor in the implementation of the work or provision of the service envisaged in the Contract; it likewise undertakes to compensate and hold the Customer and its employees and representatives harmless regarding any liability resulting from failing to comply with them.

3.5.- Knowledge of the site and complementary documentation

In those cases when the work is going to be implemented or services provided in specific and identified physical spaces, the Contractor is deemed to have examined the site to familiarise itself with the conditions there.

The Contractor accepts the conditions of that space and under no circumstances, after the awarding of the Contract, shall the price be increased to correct errors in the estimation of the cost of the work arising from the site conditions.

Furthermore, the Contractor declares that it is fully aware of the content of all the documents, plans, specifications and provisions making up the Contract, relating to the provision and/or implementation of the work or service established therein.

3.6.- Subcontracting

The Contract may not fully or partially subcontract the implementation of the works in the Contract without the prior and express written authorisation of the Customer. Therefore, the Contractor shall request from the Customer the Subcontracting Request and Approval

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document, both at first level and second and successive levels, which shall be facilitated and subsequently approved by the Customer through CTAIMA/EGESTIONA, as applicable.

The Customer authorising the Contractor to subcontract a job related to the Contract does not imply that a contractual relationship or link is established between the Customer and the subcontractor.

When the Contractor subcontracts construction work, it shall respect the subcontracting levels and, in general, comply with the other provisions of Act 32/2006, of 18 October, regulating subcontracting in the construction sector and its enacting legislation.

The Contractor shall require its subcontractors to implement the subcontracted work in accordance with what is envisaged herein, and shall send the Customer, when so requested, a copy of the contract signed with the subcontractor, where that is so stated.

Should the Contractor proceed to subcontract the contracted works and services as set out above, it shall be fully and solely responsible for the coordination of those activities through its own organisational structure, along with compliance by the subcontractors of any social security, employment, tax or any other obligations required of them. The Contractor shall hold the Customer harmless of any liability arising from breach of any of the above obligations, with the sole limitations and caveats required by the law in force.

The Contractor shall likewise assume all the liabilities described in the Contract and these Terms and Conditions regarding the actions of the subcontracted companies or professionals. Under no circumstances may it be deemed that any contractual relationship exists between those companies and the Customer. The Contractor shall always be liable to the Customer and to any third parties for the activities of the subcontractors and for the obligations and liabilities that may arise from the contracted work, regardless of their nature.

The Contractor shall provide the Customer with the express and written waiver of the subcontractors to the rights recognised in Article 1597 of the Civil Code, prior to the start of the subcontracted work.

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Should subcontracting be authorised, the Customer shall be entitled to reject a specific subcontractor for a valid reason. In particular, that applies when there are doubts based on the experience or technical skills of the subcontractors, or regarding non-fulfilment of their occupational health & safety or environmental protection obligations. The Contractor undertakes to provide a replacement subcontractor without delay in that case. Any delays occurring for this reason shall be at the Contractor's expense.

3.7.- Contract assignment

The Contractor may not assign the Contract, in full or partially, without having obtained the prior written consent of the Contract for that purpose. Subject to the above, the clauses of the Contract shall be, as applicable, extended and shall be binding for the successors and assigns of the Contractor.

Neither may it assign any of the financial, commercial or economic rights and claims arising from the Contract, or perform any type of operation drawing on the aforementioned rights and claims.

3.8.- Price

The price of the Contract includes everything that is included in its purpose and anything that the Contractor must contribute or perform for its fulfilment, with the only exemptions being those concepts that have been expressly excluded from it.

The prices envisaged in the Contract are firm, fixed and not subject to review during its term, unless expressly agreed to the contrary.

3.9.- Billing

The Contractor shall issue the invoices within the time limit, or on fulfilment of the milestones that the parties have expressly agreed in the Contract, and failing such agreement, after the respective delivery or completion of the goods or services.

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The Contractor shall issue the invoices in accordance with current legislation, shall include the relevant order number, and shall attach, if applicable, the service registry or goods entry sheet that it has previously received from the Customer as the acceptance document for the services provided or goods delivered.

The delivery by the Contractor or the Customer of the duly completed daily work log, work certification or any other document specified in due course shall be an essential requirement for the pro-forma invoices and/or commercial invoices to be accepted.

Unless otherwise established in the Contract, the invoice due date shall be in accordance with the provisions of Act 15/2010, of 5 July, or other subsequent legislation in force. Notwithstanding the above, the Customer reserves the right to return the invoice to the Contractor in those cases that any information listed in this section and any other legally required or necessary information for tax purposes have been omitted, or in the case of non-conformity of the work or services carried out. The returning of the invoice shall leave its initially registered entry date null and void.

3.10.- Terms of payment

Unless otherwise agreed to the contrary in the contract, the payment shall be by bank transfer or confirming, pursuant to Act 15/2010, of 5 July.

Should the payment date be on a non-working day, the payment shall be made on the next working day. For the above purposes, non-working days shall be taken to be Saturdays, Sundays and bank holidays in the city where the Contract has been signed.

All the payments made by the Customer before the provisional acceptance, or acceptance of the work, shall be considered as down payments and shall not be deemed at any time as prejudging its quality.

Acceptance of the final payment excludes any subsequent claim by the Contractor, unless the latter has expressed its reservation within two weeks following receipt of the payment. Once it has expressed its reservation, the Contractor shall justify its claim within the month following receipt of the payment. Should it fail to do so, its reservation shall be null and void.

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The Contractor shall issue for the Customer a full Certificate of Release of Liens and Claims, including those of third parties, prior to making the final payment.

Should a claim related to the contracted work appear after the final payment has been made, the Contractor shall compensate the Customer for the costs incurred as the result of that claim.

3.12.- Guarantee

At the time of formalising the Contract, the Customer reserves the right to require the Contractor to provide a bank guarantee or surety insurance, on demand, for 10% of the total price of the Contract pursuant to the models and Annex 1, as the performance bond for the obligations and liabilities arising therefrom.

The bank guarantee or surety insurance shall be issued by a reputedly solvent bank or insurance company, which shall be previously approved by the Customer, and shall be valid until the expiry date of the warranty period for the work or services contracted.

The commercial bid submitted by the bidders shall indicate the amount by which the quoted price or prices shall increase if the request for the bank guarantee or surety insurance is materialised. Failure to include those increases in the commercial bid of the bidders shall mean that no price increase will be applied in that case.

The request for a bank guarantee or insurance policy, if it materialises, shall be notified to the Contractor at the time of notifying the award of the contract.

In the case of the partial award of the contract, the increase of the price or prices indicated by the Contractor shall be considered proportional to the part awarded.

The Customer may enforce the bank guarantee or surety insurance in those cases when the Contractor does not comply with the contract. A prior court ruling recognising that breach shall

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not be necessary to enforce the guarantee given that both the bank guarantee and surety insurance are on demand.

If an increase of the price of the Contract has been agreed once it has been reviewed, the Contractor shall provide the Customer with a new bank guarantee or surety insurance in addition to the original one in order to cover 10% of the final price of the Contract, within twenty calendar days of the date on which the increase has been agreed.

Should the Customer totally or partially enforce the bank guarantee or surety insurance during the term of the Contract or its warranty period, the Contractor shall restore the total value of the guarantee in accordance with the above terms and within the twenty calendar days of the request made by the Customer in that regard.

3.13.- Quality control, inspections and tests

The Contractor undertakes to comply with the quality control measures that the Customer has in place for works and services.

The Customer and its representatives may monitor the performance of the Contractor, which may be carried out by means of assessing process indicators, quality perceived by the Customer, inspection of the implementation of the works or services at any time, inspection of the work centre or workshops where the materials or equipment to be used in the contracted works or services are manufactured, assembled or stored in order to inspect their manufacturing, assembly or storage process, etc. In addition to the tests or trials that, as applicable, have been agreed in the Contract, the Contractor shall conduct as many tests as required pursuant to current legislation or to best practice.

All the costs of the inspections and tests conducted and, where applicable, of any necessary repairs shall be paid by the Contractor, along with the travel costs of the Customer's employees, only when the tests or inspections had to be repeated for reasons attributable to the Contractor. Approval by the Customer of the tests or trials conducted by the Contractor does not exempt the Contractor from any liability.

The degree of control and monitoring of the performance applied by the Customer to the Contractor shall be appropriate to the impact of the service provided. In the case of works and

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services considered to be critical, the criteria to be used to assess the performance shall be communicated in the procurement process and the results of the monitoring in the work or service implementation period.

3.14.- Technical Management and monitoring of the work

The Contractor shall manage the implementation of the works or service and shall be solely responsible for that and without prejudice to the control, monitoring or overseeing that may be reserved for the Customer.

The Contractor shall inform the Customer, as frequently as agreed between both parties, of the status of the work. In any event, the Contractor shall immediately inform the Customer of any incidents in relation to the implementation of the work, indicating their cause and the corrective measures adopted.

In addition, the Contractor shall send the Customer any documentation or information related to any aspects of the contracted work that has been requested by the Customer in order to adequately monitor it. The Contractor shall deliver those documents on hard copy and/or digitally, and in the format indicated by the Customer in each case.

The Contractor shall provide the Customer, as frequently as agreed between both parties, the daily work logs signed by the appointed manager, completed with the information (Job Order, implementation date, professional category,...) and in the support and format as indicated by the Customer and shall be responsible for ensuring its content faithfully and strictly complies with the reality.

3.15.- Change orders

Any change to the form, quality or quantity of the works or the service shall be jointly assessed and approved by the Customer and Contractor in order to be effective. Those changes shall be set out in a document attached to the contract, signed by both parties, establishing their scope and content, and, as applicable, their economic appraisal and/or new implementation period.

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Notwithstanding the above, the Customer may order the implementation of those changes according to the unit prices or as force account work that had been detailed in the Contract and, failing that, in the Bid of the Contractor, and without the prior authorisation of the latter being needed.

Approval of those changes shall not alter the contractually envisaged milestone timeline, which must be respected by the Contractor, unless it is expressly established otherwise in the Change Order.

3.16.- Acceptance of the work or

service 3.16.1.- Provisional

acceptance:

The Contractor shall give the Customer due notice of the completion of the work or service, so that the latter can set a day and time to jointly examine the status of the contracted work or services and proceed, as applicable to perform the provisional acceptance.

If the check is satisfactory, with the contractual implementation and operating obligations having been met, the Customer shall issue the relevant provisional acceptance certificate.

On the other hand, if it is not satisfactory, the Customer shall issue an inspection certificate recording the defects and/or failures found in the works or services, along with the time period in which the Contractor must rectify them.

At the end of the time set in the inspection certificate, a new joint inspection shall be conducted of the works or services and performing the relevant tests. If the result is satisfactory, the Customer shall issue the relevant provisional acceptance certificate. If the irregularities or defects continue, the Customer shall issue a new inspection certificate and may opt to set a new rectification period for the Contractor or terminate the Contract.

3.16.2.- Final acceptance:

The Contractor shall notify the Customer of the end of the guarantee period

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established in Term & Condition 3.17 and shall request that it proceeds to the final acceptance of the work or services.

If the check of the correction/repair of the defects and/or failures in the provisional acceptance certificate is satisfactory and all the obligations arising from the Contract fulfilled, the Customer shall issue the relevant final acceptance certificate. Otherwise, the Customer shall issue an inspection certificate with the detected defects and the time period for their correction. Should the observed defects continue at the end of that period, the Customer may seek the relevant compensation for damage and losses and/or enforce the bank guarantee or surety insurance as applicable.

3.17.- Work warranties

The Contractor guarantees the Customer that the works and/or services shall be correctly implemented, subject to the clauses of the Contract and to all the specifications and/or plans that form part of it or which are later provided, to the lead times established in them, and that the work shall be duly executed in all its aspects and shall be free of defects.

Furthermore, the Contractor guarantees the Customer that the materials, equipment and components provided by the Contractor comply with the agreed specifications and the standards and requirements, that they are appropriate for the use or purpose envisaged and of the quality required, and that they have not been used.

The warranty period of the contracted works or services shall be that stipulated in the Contract. Failing that, it shall be two (2) years from the date of the provisional acceptance certificate or delivery of the contracted supply by the Customer.

During that period, the Contractor shall carry out the repairs or replacements of the facilities, equipment or elements with any defect, failure or flaws in the design, materials, labour, manufacturing, operating or performance. The Customer shall always make the decision as to whether to repair or, as applicable, replace it.

The above repairs or replacements shall be carried out as promptly as possible, with the cost being for the Contractor and without affecting the other work, services or normal operations of the Customer. Should that not be possible, the delay, the interference to other work or the lack of availability of the facility shall be kept to a minimum. The Contractor

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shall bear all the costs incurred to fulfil this warranty, such as dismantling, transporting, assembling equipment or elements and any other.

Should the Contractor not diligently comply, and in a reasonable time, with the obligations arising from this warranty, the Customer may, at its sole criteria, rectify those defects, either directly or through a third party. Such costs shall be for the Contractor, who shall likewise be required to compensate the Customer for any damages and losses that the latter may have incurred.

Any work or material that has to be repeated, replaced or repaired pursuant to the above shall, in turn, have a warranty period of equal length to the previous one, calculated from the date of its implementation, replacement or repair.

3.18.- Non-compliance penalties

Without prejudice to the right, whenever appropriate, to terminate the contract established in Term and Condition 3.41, the Customer shall be entitled to apply and receive penalties on the grounds indicated below.

Breach by the Contractor of the implementation of the delivery or lead times (whether partial or total) established in the Contract shall lead to a penalty that, unless agreed to the contrary shall be 1% of the total amount of the Contract per week or fraction of delay, up to a maximum limit of 20% of the total price and regardless of whether one or several items have been delayed.

Should there be defects, flaws or failures in the facilities, materials or equipment (regardless of their origin) both regarding manufacturing and availability, the Customer may apply the same penalty as above for each whole week that passes without having started the repair or replacement in question. The calculation of that period will start from the date on which the Customer has informed the Contractor of the failure or defect.

Should the Contractor not be able to rectify the existing shortfalls or flaws and the performance or availability of the contracted equipment or elements are lower than that guaranteed and the contract has not been terminated, the Contractor shall pay the Customer the penalty agreed in the Contract.

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Notwithstanding the above, the Contractor shall likewise be required to pay compensation, in addition, for any occupational health and safety loss it causes to the Customer. Should the Customer detect any specific breach of health and safety regulations, it shall notify the Contractor and bring that circumstance to the attention of the latter, so that the Contractor adopts the relevant corrective measures and ensures total compliance in the future. Should further breaches occur, or if the assessment of the preventive performance during the fulfilment of the contract is deemed not to be satisfactory, the Customer shall be empowered to apply economic penalties to the Contractor. The Customer may even terminate the Contractor, depending on the seriousness or the continuous repetition of the aforementioned breaches, as set out in PC/016 "Measurement and assessment of the preventive performance of Contractors. Derived Actions", or apply the consequences set out in other Contractual Documentation.

The enforceability of the penalties set in the Contractual Documentation, in these Procurement Terms and Conditions or in the specific health and care clauses is independent of the compensation that may be sought from the Contractor for any damages or losses that its non-performance may have caused to the Customer, and of the power of the Customer to terminate the contractual relationship.

The Customer may deduct the amount of the penalties from any outstanding amount to be paid to the Contractor. If there are no outstanding amounts, the Contractor shall be required to pay to the Customer the pending penalties within 30 calendar days from when they were enforceable.

3.19.- Transfer of title and risk

Unless agreed to the contrary in the specific terms and conditions of the Contract, the ownership of the works, facilities, equipment and/or materials to be supplied by the Contractor, shall be transferred to the Customer, free of liens and encumbrances, at the time of their payment or once delivered at the premises of the Customer or the implementation site of the contract work or service, whichever occurs first. This is without prejudice to the Customer's right to reject the acceptance of these works, facilities, equipment and/or

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materials, as the result of their being lower quality than that stipulated or not complying with the agreed specifications.

Regardless of the time of transfer of the title of the works, facilities, equipment or materials, the transfer to the customer of all the associated risks, without any exception, shall occur at the provisional acceptance.

3.20.- Delivery term and conditions

The delivery of the materials or equipment that may be associated to the service shall take place at the time and place established in the Contract, delivered DDP as per Incoterms 2020, unless a different type of delivery is negotiated, after duly informing and being accepted by the Customer.

The delivery terms of the materials, spare parts or equipment shall be as established in the Contractual Documentation. Unless envisaged in the Contractual Documentation, the Customer shall define the specific delivery date or delivery schedule and duly notify the Contractor.

The delivery date or the schedule date established in the Contractual Documentation shall be firm. The delivery shall be made as per the amounts and places established in the documentation and, failing that, as established by the Customer. Any amendment to the delivery terms established in the Contractual Documentation shall be authorised by the Customer in writing.

Partial deliveries or early or non-scheduled deliveries of materials, spare parts and equipment are not allowed, unless it is envisaged in the Contractual Documentation or it is expressly authorised or required by the Customer.

Delivery dates may not be delayed, except for reasons attributable to the Customer, for force majeure or when the Customer so authorises.

If a delivery date is delayed or in the case of an incomplete or defective delivery, the Customer may indicate a new delivery date to the Contractor. However, the Customer may deem it to be a contractual breach for the purpose of applying the penalties established in the Contractual Documentation and, as applicable, of being able to terminate the contractual relationship. Additionally, the Customer may ask a third party to provide the unfulfilled service by the Contractor, with all the costs incurred to be met by the latter.

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In the case of repeated delays to the delivery dates and/or amounts requested, and/or the Contractor repeatedly make deliveries with defects, notwithstanding the relevant penalties as established in the Contractual Documentation, the breaches shall be deemed to be very serious and the Customer shall be empowered to immediately terminate the relationship and seek compensation for any damages and losses that it may have suffered as the result of terminating the contract, merely by notifying the Contractor, which shall not be entitled to seek compensation for the early termination of the Contract or Order.

Without prejudice to the legal rights of the States or third parties, the Customer reserves the possession and ownership of any type of finds, including usable mineral substances, which are found in the excavations and demolitions on its lands. The Contractor shall use all the legal precautions and/or as indicated by the Customer to extract them.

3.21.- Insurance

The Contractor is required to take out at its own expense and keep in force throughout the term of the Contract, the following insurance policies pursuant to the terms established in this term and condition and in Technical Specification ET/101 "Cover and Limits of Civil Liability Insurance and Construction & Assembly All Risk Insurance":

- Civil liability insurance which covers the possible liabilities that the Contractor and/or its subcontractors may incur for damages and losses to people or things, for itself or its workers, for the Customer or for third parties, due to or as a result of the implementation of the contracted work. The policy must be taken out and kept in force during the term of the contract with a reputedly solvent insurance company.

Under no circumstances may the cover of the civil liability insurance policy be lower than that envisaged in the relevant Technical Specification on Civil Liability insurance and Construction & Assembly All Risk insurance, or in the Covering Letter attached to the Request for Quotation (RFQ) in those cases where the complexity of the work requires specific treatment.

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- Construction & Assembly All Risk Insurance (in the case of Works Contracts) that covers the property damage and/or losses to the works or facility, including the equipment and/or machinery used. The general compensation limit shall be at least the value of the Contract. This insurance shall be kept in force from the start date of the work until its provisional acceptance by the Customer and shall have the following covers: construction and assembly all risk; cost of rubble removal; machinery and equipment; natural hazards; strike, riot and civil unrest; terrorism; extended service; pre-existing elements (as applicable), and adjacent elements (as applicable). This insurance shall allow the customer to contract Advance Loss of Profit (ALOP) Insurance, where applicable.

Under no circumstances may the cover of the Construction All Risk insurance policy be lower than that envisaged in the relevant Technical Specification on Civil Liability insurance and Construction & Assembly All Risk insurance.

- Transport Insurance (whether by sea, air or land), which covers the losses, delays and/or damage to the equipment or materials to be used in the works or facility envisaged in the Contract, while they are in transit. The compensation limit per journey shall be at least the maximum value of the transported goods. The policy shall be kept in force until the date of signing the document accrediting the acceptance of the Customer of all the equipment or materials that are part of the contracted works or facility. This insurance shall allow the Customer to contract Advance Loss of Profit (ALOP) Insurance, where applicable.
- Mandatory insurance to cover accidents at work and occupational disease for all its employees, including permanent disability and temporary incapacity for work and death, pursuant to the terms and conditions that current legislation establishes for each case. The Contractor shall be responsible for ensuring that its subcontractors in turn maintain that same cover for their employees.
- Mandatory vehicle insurance for the transport of goods or people and voluntary third-party liability insurance.

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- Any other mandatory insurance as required by law.
- Any other insurance or surety that may be required by the Customer, as agreed in the Contract or by the administrative authorities pursuant to the applicable regulations.

All the aforementioned insurance shall include the appropriate cover for the accidental pollution risk that may arise from the contracted works and/or services, along with any clean-up costs that may incur in the case of such a loss.

Furthermore, the aforementioned insurances shall cover the risks for the damage that may be caused by the subcontractors contracted by the Contractor.

The amounts paid by the insurance companies pursuant to the insurance policies taken out shall be used to repair the damage caused and/or replace the damaged assets.

The Contractor undertakes to inform the Customer of any incident during the term of the Contract that may affect the term and conditions of the contracted insurance. In case of a loss, the Contractor shall immediately notify the Customer, regardless of its nature, causes and scope, by sending the latter a written report setting out the circumstances.

In case of a loss, the Contractor shall pay any difference that emerges in the payment of the compensation, whether it is due to the application of excesses, risks not covered or for other reasons.

Prior to the start of the work and whenever the Customer so requires, the Contractor and the subcontractors shall provide the certificate issued by the insurance company to justify the contracting of the insurance and it being in force, the scope of the cover and that its content complies with these terms and conditions. The Contractor shall likewise produce the last receipt justifying payment of the premium.

Whenever so requested, the Contractor shall likewise provide a copy of the insurance contractor and receipt of payment of the premium.

These certificates are on the basis of the insurance company giving the Customer thirty (30) days' notice regarding any change to or cancellation of the cover.

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The Contractor shall have an actual business organisation, with its own and adequate material and human resources for the activity contracted by the Customer, which it shall organise and use for the proper compliance of the contracted activity and for which the Contractor shall be solely responsible.

The Contractor shall implement the contracted works and/or provide the contracted services using the members of its workforce, contracted in accordance with current legislation, who have the necessary training, experience and qualifications for the appropriate execution of the contracted work.

The Contractor shall inform the Customer of any changes to the employees allocated to providing the services and/or implementing the works established in the Contract, along with any other circumstance that may affect their smooth execution.

The organisation of the work, remunerations, working hours, schedules, leave, holidays and, in general, those aspects referring to or affecting the working conditions and discipline and control regime of the employees of the Contractor shall be the exclusive competence of the latter. The Contractor shall be solely responsible for managing and overseeing its own employees, as well as for their action and work. Therefore, the Contractor shall appoint a person as the manager of the organisation and technical management of the staff who has to assume their development, along with the relations with the Customer.

The Contractor shall provide its employees with work clothes with its brand or log, except when expressly established otherwise.

When the contracted activities have to necessarily be carried out at the own work centres of the Customer or of a third party, the workers of the Contractor shall leave the facilities and elements used clean and tidy once the work for each action or job is completed, or daily in the case of work lasting several days.

The Contractor shall cooperate with those other companies, people or entities that, as applicable, the Customer has appointed to carry out other work at the same work centre. The appropriate rules of courtesy shall be observed in those cases. Under no circumstances may

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that cooperation lead to changes to the prices or a review of the lead times envisaged in the Contract.

The Contractor shall provide the Customer, whenever so requested, with the documents relating to its own employees or those of its subcontractors and particularly those that are detailed in CTAIMA/EGESTIONA, depending on the type of work or services in question, as frequently as established in that application and, additionally, whenever required by the Customer. Furthermore, the Contractor shall inform the Customer of the hiring and departures of employees assigned to providing the services and/or implementing the works, along with any other changes that may affect the normal performance of the contract, and providing the documents justifying those changes.

The Contractor and its subcontractors as applicable shall comply with the identification standards established by the Customer for its partner companies, when that is necessary for the type of contracted service/work.

When the jobs have to be carried out at the facilities of the Customer and toilets, showers, changing rooms and storage areas for fuel, small spares, tools or other items need to be set up due to the length or nature of the work, to the number of workers allocated to the work, or regulatory requirements, the Contractor shall install them and at its own expense on the site allocated by the Customer and guarantee compliance of all applicable regulations.

The Contractor shall provide its workers with the tools, instruments, means, safety equipment and, in general, all the material required to carry out the contracted work. All the costs of acquiring, maintaining and replacing them shall be met by the Contractor. Exceptionally, the Customer may provide the Contractor with the equipment needed to carry out the contracted work appropriately, at the price and other terms and conditions established for that purpose in the Contract.

3.23.- Social Security and employment obligations

The Contractor shall comply with all conventional, legal and employment regulations, and social security obligations regarding its workers, throughout the term of the Contract. Those workers shall be solely and exclusively dependent on the Contractor.

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The Contractor shall provide documentary proof of compliance of its legal and contractual obligations, producing the documents whenever required using the CTAIMA/EGESTIONA software, as frequently as established therein.

Without prejudice to the document management using CTAIMA/EGESTIONA, the Contractor shall justify compliance of its obligations whenever so required by the Customer and deliver the requested documents within three days.

If the Contractor brings workers to Spain as part of providing transnational services, it shall ensure that they receive the minimum salary established in the statutory and legal provisions and in the collective agreements applicable in Spain, and, in general, that any other legal requirements applicable to those workers in Spain (reporting worker relocations, E-101/A-1, etc.), as indicated in Annex 3, are met.

The Contractor shall hold the Customer harmless from any consequences that may arise from any action, claim or proceedings brought by a third party (including those resulting from an administrative procedure), due to failure to comply with any Social Security or employment obligation. The Contractor shall settle the ensuing amounts, with the sole limitations and caveats as established by law. In those cases of breach, the Customer may withhold the payment of any amount that it owes to the Contractor up to an equivalent sum to the total liabilities that it estimates on a reasoned basis may ensue.

3.24.- Health and Safety obligations

The Contractor shall adopt as many measures as deemed necessary to comply with current health and safety regulations contained in Act 31/1995 of 8 November and any other legal or conventional standards that contemplate the adoption of preventive measures (including the Occupational Health and Safety Manual) of the EDP en España Group companies) and which are in force at any given time.

Consequently, the Contractor shall assess the risks, prepare the preventive activity planning, train and inform its workers about risks

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and emergency measures, and periodically monitor their state of health, in order to ensure the health and safety of both their own workers and of its subcontractors.

Prior to starting the work, the Contractor shall appoint an occupational health and safety officer for the implementation of the works or services. It shall provide the customer with the H&S documentation and any other general documents, depending on the type of work or service in question, that is in the CTAIMA/EGESTIONA computer programme at that time. CTAIMA/EGESTIONA is the tool established to manage the sharing of documents between the Contractors and EDP, as a means of coordinating business activities and as a way to deliver the documentation to control compliance of this obligation to provide H&S and other documents.

The H&S documents may be subsequently requested by the Customer, at any time, should the work conditions so require.

When the Contractor coincides with other companies at a single work centre, it shall comply with the duty of cooperation and establish the means of coordination envisaged in Article 24 of the Health and Safety Act by Royal Decree 171/2004, of 30 January, enacting it, so that the appropriate interaction is guaranteed between the existing risks and the measures to be applied for their prevention.

Whenever an accident occurs in the implementation of the contracted works, the Contractor shall report it to the Customer, as established in the ET/103 "Notification of accidents, incidents and others by the Contractors" Technical Specification, following its procedure to report and inspect such events or following what is established for those cases in the specific clauses on health and safety and/or in the contractual documents.

Regardless of the liabilities of the Contractor, should the Customer note any breaches in health and safety rules, it shall notify the Contractor in order for the latter to immediately rectify any shortcomings observed. Should the measures required to effectively solve the situation not be adopted immediately, the Customer reserves the right to stop the works, with the Contractor assuming the economic effects of that stoppage, and without prejudice to the right of the Customer to terminate the Contract, should the circumstances of the breach so warrant,

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in the sole opinion of the Customer.

3.25.- Culture improvement programme

The Contractor shall cooperate in all those dissemination, sharing of best practices and other leadership activities implemented by Management regarding occupational health and safety and the environment that, henceforth, shall be required by the Customer in order to improve the preventive culture.

Furthermore, the Contractor undertakes to establish internal communication mechanisms with its workers to guarantee that the information passed on in those dissemination activities is known by all its workers.

3.26.- Drug and alcohol policy

People are not allowed to access the facilities of the Customer or to perform tasks, under the effects of alcohol, drugs or other substances.

Consumption of alcohol, drugs or other substances or any type is not allowed during the working day, whether inside or outside the premises of the Customer.

3.27.- Tax obligations

The Contractor declares that it is in good standing with its tax obligations and undertakes to comply with them as required by law during the term of the Contract, as well as to submit documentary proof of that compliance in CTAIMA/EGESTIONA.

Should the Contractor fail to comply with any of the obligations required by tax law, the Customer may withhold the payment of any amounts pending payment to the Contractor up to an equivalent sum to the total liabilities that Customer estimates on a reasoned basis may ensue.

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The Contractor guarantees compliance of its obligations pursuant to current environmental legislation.

Furthermore, the Contractor undertakes to comply with the own requirements of the environmental policy of the Customer, along with any specific environmental requirements that the Customer has included in the relevant Technical Specifications of the work to be carried out. Furthermore, the environmental performance criteria included in Annex 4 shall be taken into account.

With respect to jobs requiring civil works involving the construction, refurbishing or demolition of facilities, along with any work that modifies the form or substance of the land, mainly excavations, the Contractor shall provide the Customer with a Construction and Demolition Waste (CDW) Management Plan, after the Customer has provided the relevant CDW Management Study. Furthermore, the Contractor shall deliver a Site CDW Management Register-Log to the Customer half-yearly or at the end of the work. This shall be carried out in accordance with the relevant Construction and Demolition Waste Management Technical Specification.

The Contractor undertakes to immediately inform the Customer of any environmental incident that occurs during the implementation of the work, which is to be submitted as a written report setting out its scope and causes. In those cases, the Contractor shall adopt the necessary corrective measures and assume the ensuing costs.

The Contractor shall be liable for any damage or loss caused to the environment during the implementation of the contracted work. It shall hold the Customer harmless from any penalty, fine or claim that may arise from the breach of its environmental obligations.

In the case of breach of any of these Procurement Terms & Conditions or any practice that is an imminent and serious risk to the environment in the opinion of the Customer, the technician of the Customer, the works supervisor, may stop them and any losses occurred shall be met by the Contractor. In any event, failure to comply with the obligations relating to the upkeep of the work area shall result in the costs incurred being deducted from the amount invoiced, plus 10% from them as management costs.

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3.29.- Industrial property

The Contractor guarantees to the Customer that it holds the patents, licences and, in general, any other intellectual and industrial property rights to fulfil the purpose of the Contract. The Contractor shall also be responsible for obtaining the assignments, licences and/or authorisations needed from the holders of the relevant patents, models and trademarks. The Contractor shall pay the rights and remedies for those concepts.

Any claims brought by industrial and intellectual property rights resulting from the performance of the Contract shall be assumed by the Contractor, who shall be liable for its consequence and shall hold the Customer harmless in that regard.

Any designs, drawings and specifications that the Customer has handed over to the Contractor for the implementation of the work, along with the inventions, patents, utility models and other intellectual property rights generated or which are generated by the Contractor pursuant to the contract or any other complementary agreement, whether or not based on any documentation that the Customer has delivered to the Contractor to implement the work, shall be the exclusive property of the Customer. The Contractor may use the outcome of the developed works, along with all the information and documentation and all the materials cited exclusively for the purpose of the contract, and may not assign or disclose them to third parties except when necessary for the purpose of the contract and the Customer has previously authorised it in writing.

Should it be necessary to disclose to a third party the outcome of the work carried out, along with information, documentation or materials belonging to the Customer, the Contractor shall ensure that the third party in question undertakes similar obligations to those established here as regards confidentiality and usage limits and under no circumstances may that disclosure take place without the express approval of the Customer.

Should the Contractor or any of its employees produce a development, invention or discovery, whether or not with the support of other people, during the course and in relation to the work carried out by virtue of the contract or as the result of that work, the Contractor shall ensure that the appropriate measures are taken for that development, invention or discovery become the property of the Customer, without that implying additional remuneration by the Customer. The Contractor shall be solely responsible for remunerating its employees or any other engineer, developer or inventor when so required

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by the legislation, the work contract or any other agreement existing between the Contractor and the person producing or contributing to the development, invention or discovery.

3.30.- Brand and image

For the purposes of fulfilling the purpose of the Contract, the Contractor may only use brands owned by the Customer in relation to the material for which it is expressly authorised and according to the terms and conditions established in the Contract, in these Procurement Terms and Conditions, in the Identity Manual for Partner Companies and to any instructions issued by the Customer in due course. Costs arising for the use and utilisation of the brands and images of the Customer shall be paid by the Contractor, except for the caveat established below.

Under no circumstances shall the use of the identifying symbols and of the images and brands of the Customer by the Contractor when required to provide the contracted services and/or implement the contracted works be deemed to be the Customer taking over the position as employer and manager of the workers of the employee, which is exclusively the remit of the Contractor.

The Contractor shall instruct the employees assigned to providing the contracted services about the terms and conditions for using the brands and identifying symbols of the Customer.

The Contractor shall be directly accountable for the good image of the brands that are the property of the Customer used to fulfil the purpose of the contract. It undertakes to keep at its expense the material on which the brand appears in an appropriate state of repair and, as applicable, maintenance.

The Contractor shall hold the Customer harmless from any damage and loss that may arise for the latter from failing to comply with the instructions regarding the brand and image established herein, in the Contract or which were issued by the Customer.

The Customer hereby reserves the right to revoke the authorisation to use and/or to change the terms and conditions for using its brand, logotypes and/or any of the identifying symbols that it owns, merely by notifying the Contractor in writing. The Customer shall assume the costs that the contractor has occurred as the result of this decision and which are duly justified.

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Unless otherwise agreed, the authorisation to use the brands and images of the Customer shall have the same term as the Contract, at the end of which the Contractor shall cease to use the brand immediately.

3.31.- Personal data protection

Should the Contractor need to access personal data whose data controller is the Customer to execute the Contract, the Contractor shall provide its services within the framework established by the General Data Protection Regulation (hereinafter, GDPR) EU (2016/679) of the European Parliament and of the Council, of 27 April 2016, its implementation or complementary provisions, and shall therefore sign the data processor contract included as Annex 2 hereto (Article 28.3 GDPR).

The Contractor shall only process the personal data in accordance with the instructions given by the Customer, within the sphere of the contracted services.

The Contractor shall not use the data to which it has access for any other purpose than to provide the contracted services or for purposes other than those established and transmitted by the Customer in its instructions, or shall not disclose the data, not even for their storage, to third parties, except in those cases then the subcontracting of some of the services, with the prior written authorisation (Art 28.2 GDPR).

Should the Contractor, as the data processor, use the data for any other purpose, disclose the data or use them in breach of the clauses of the agreement, it shall likewise be considered as the data controller, and be personally liable for any breaches.

The Contractor shall adopt the organisational and technical measures established by the Customer and which guarantee the security of the personal data and avoid their alteration, loss, unauthorised processing or access, according to the level of criticality of the processing being carried out.

Should the subcontracting of any of the services have been authorised, the Contractor shall require the subcontractors, by means of a written contract (Article 28.9 GDPR), to comply with the same obligations that Customer requires from the Contractor in these Technical Specifications and in the Data Processor Contractor.

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Once the service provisions requiring access to personal data as indicated have ended, or the Contract terminated, the Contractor shall undertake to destroy, and provide the Customer with the relevant certificate, or return to the Customer all the physical media, including any copies that may have been made, where there is any personal data.

Should it be necessary for Contractor personnel to access the facilities of the Customer to provide the services envisaged herein, the Contractor hereby undertakes to inform its employees of that need.

3.32.- Confidentiality

Confidential Information (hereinafter, "Confidential Information") shall be taken to be any information that the Contractor learns from the Customer and/or from any company of its Group of companies, during the contracting process or subsequently during the performance and fulfilment of the contract. Confidential Information includes, but is not limited to personal data, trade secrets, know-how, drawings, designs, techniques, financial information, along with any other data for commercial purposes or information related to the research, development, work, activities, procedures, methodologies, results, products, intellectual property rights, commercial technical aspects of the activities, commercial strategy and any other, and regardless of whether it is verbal or written information and regardless of the medium in which it is made available to the Contractor. The Business Secret Act 1/2019, of 20 February, is applicable to the rights and obligations of the parties.

The Contractor undertakes not to use the Confidential Information (and to ensure that any individual to whom confidential information has been communicated does not use it), except for the purposes of the contractual relationship and its context.

Unless stated otherwise in the Contract, the Contractor undertakes to treat the Confidential Information as confidential and secret. Therefore, it shall not disclose or transmit it to third parties or cause its disclosure or dissemination, directly or indirectly, without the express consent of the Customer, and not to use it for other purposes different to those expressly authorised.

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Notwithstanding the general point above, it is understood that the Confidential Information may be disclosed to the employees, directors, civil servants or external advisors of the Contractor (or a member of its Group), as well as to its shareholders when strictly necessary for the purposes of the contractual relationship. In any event, the Contractor shall ensure that any person to whom the Confidential Information is communicated is governed by the terms and conditions of this clause.

The Contractor shall ensure that the Confidential Information is not disclosed to other persons than to its employees, subcontractors, agents, representatives or advisors who need to know it to guarantee the adequate performance of the Contract or to comply with the tasks that are within their remit. The Contractor shall require them to assume the same confidentiality obligation.

The confidentiality obligation shall last for three years and shall remain in force after the termination of the Contract on any grounds, in which case the Contractor shall destroy or return to the Customer all the confidential information in its possession.

The information listed below shall not be considered as Confidential Information and what is envisaged in this clause shall not be applied to:

- a) Information that is in the public domain as of the date as the start of the contractual relationship.
- b) Is in the public domain in the future, after being disclosed by the Customer or by any entity duly authorised for that purpose.
- c) Has been provided by the Customer with the express indication that it is not confidential information.
- d) Must be mandatorily facilitated pursuant to a legal provision or to a ruling duly issued by any administratively competent authority, court or judicial body, legally empowered to enforce that availability, provided that, in any event, the Contractor immediately notifies the Customer.

The Contractor undertakes not to make any copy of the Confidential Information without the prior written authorisation of the Customer and shall immediately, when requested by the latter: (i) return all the copies that contain Confidential Information in its possession and (ii) inform the Customer in writing that the media have been returned or have been fully destroyed, so that the Confidential Information is no longer recoverable. However,

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the legal department of the Contractor or external lawyers may keep a copy of the Confidential Information solely to be used in relation to the disputes or litigation that may arise from the contractual relationship.

Destroying or returning the Confidential Information does not release the Contractor from compliance of the obligations resulting from this clause during the term of the contractual relationships.

The Contractor states and acknowledges that the Confidential Information provided by the Customer is taken to be handed over without stating or guaranteeing its accuracy or integrity. The Customer therefore does not assume any liability for acts or omissions arising or due to the use of or references to the Confidential Information that the Contractor makes of the Confidential Information. In this regard, the Contractor may not seek any sum from the Customer due to the content of the Confidential Information.

3.33.- Commercially sensitive information

The commercially sensitive information that the Customer provides to the Contractor for the performance of this contract shall be considered strictly confidential and shall be used solely and exclusively for its implementation. The Contractor may not use it for any other purpose other than the one indicated. Its use, dissemination or communication to third parties, whether or not they belong to the EDP Group, is expressly forbidden. In particular, its use is forbidden for purposes related to deregulated activities and added-value services, whether or not they are carried out by the EDP Group.

Therefore, commercially sensitive information (CSI) shall be considered to be any specific information referring to the exercising of the regulated activities that are not public and which, if communicated or had been communicated to the deregulated activities could notably influence the result of their business or be a competitive advantage in the conducting of their deregulated operations.

In particularly, any information that, complying with the above requirements, arising from the following processes shall have the status of CSI:

(i) Network planning: Electricity (historical data, new measures, etc.) or generation demand forecast; forecast of new areas to be supplied by gas (NNP, network extensions,

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depropanization, etc.); technical data for new electricity or gas facilities, or modifying the existing ones.

(ii) Pre-contracting: Study and management of new electricity or gas supplies or expansion of the existing ones (technical-economic terms and conditions, billing, need to transfer premises, land, facilities, etc.), along with data relating to their applicants; study and management of new electricity generation facility connections or expansion of the existing ones (technical-economic terms and conditions, billing, etc.), along with data relating to their applicants.

(iii) Managing and contracting third-party access to the network (ATR): Receiving and managing the applications from gas or electricity retailers or from consumers who directly contract access to the network (additions/cancellations, change of retailers, contract amendments, cancellations, rejections, etc.); responses to electricity or gas retailers or to consumers who have directly contracted access to the network; receiving and managing applications from the representatives of gas or electricity consumers, of electricity production facilities and of distance to LNG plant certificates; managing contracts with retailers to transport LNG by road, in the case of retailers from consumers supplied from a satellite plant.

(iv) Metering: Information contained in the inventory of gas delivery or electricity border points (consumers, producers, connections to transport and other distributors, and their aggregations or groupings); validations of the readings (objections, claims, incident processes); preparing gas distributions by retailer as per the legislation (daily distribution n+1, final distribution m+3 and report on metering differences).

(v) Billing tools and other regulated concepts: Issuing and managing the bills (uploading to the agent exchange system, sending to retailers, etc.).

(vi) Collecting tolls and other regulated concepts, along with debt management: Debt recovery process and risk information; retailer disqualification process; defaulting indexes.

(vii) Managing outages and disconnections: Receipt of the requests from retailers; managing the requests received (implementation, related incidents, etc.);

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answering retailers; disconnection processes at the request of the distributor (defective facilities, toll defaulting by direct consumers, etc.).

(viii) Identifying and managing fraud: Assessing and detecting fraud (campaigns, information received, etc.); associated documents (certificates, reports, photos, etc.); estimating and billing the defrauded amount; cancelling the contract as appropriate.

(ix) Network operating: Real-time control parameters (gas pressures and flows, voltages, electric loads and metering, etc.) both of the distribution network facilities and those connected or overseen by that network; failures (customers affected, restoration times, etc.); network capacity and safety studies; information shared with REE (Red Eléctrica de España) in the generation programming process and with the GTS for the distribution between agents; interruptible consumers; dealing with emergencies.

Furthermore, Administration rulings (commissioning certificates, registrations in administrative registries, supply point grouping permits, etc.); certifications (CIL certificate, certificate of compliance of the Electricity Metering Points Regulation, etc.); and data on consumers that do not appear in the Supply Point Information System (Tax number, telephone, etc.).

The Contractor shall comply with the processing that the Customer has established for that information.

The Contractor shall ensure that all the human resources involved in the performance of the Contract shall respect the duty of confidentiality in the terms set out.

In case of breach, the Customer reserves the right to terminate this contract. In any event, the Contractor shall fully accept the liability arising from that breach and shall compensate the EDP Group companies that may be affected by the breach.

In the implementation of the contracted services relating to regulated activities, the material and human resources used by the Contractor may not bear or contain any distinguishing sign (brands, logos, trademarks...) related to deregulated activities or added value services, whether or not they belong to the EDP Group.

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Failure to respect that prohibition shall empower the Customer to terminate the contract. Nonetheless, the Contractor shall hold harmless the companies of the EDP Group that may be affected by that breach and shall be liable for any ensuing damages and losses.

Pursuant to Act 24/2013 and Act 34/1998, regulated activities in the electricity sector are considered to be the operating of the system and the market, transport and distribution; and in the natural gas sector, regassification, basic storage, transport and distribution. In turn, deregulated activities in the electricity sector are considered to be production, retailing and energy charging services; and non-basic storage, production and retailing in the natural gas sector.

3.34. Marketing and advertising

All the activities that the Contractor carries out on behalf of EDP España shall be in line with the provisions established in current legislation.

When carrying out commercial activities, the Contractor shall pay special attention to compliance or Legislative Royal Decree 1/2007, of 16 November, approving the consolidated text of the General Consumers and Users Act, the General Advertising Act 34/1988, of 11 November, Act 34/2002, of 11 July, on E-Commerce and Information Society Services, and Legislative Royal Decree 1/1996, of 12 April, approving the consolidated text of the Intellectual Property Act, along with its complementary and/or enacting legislation.

The Contractor undertakes to provide the commissioned commercial services and shall refrain from providing users with false, inaccurate, out-of-date or incomplete information and, in general, from any practice that may be deemed to be misleading, unfair or in any other way illegal advertising. The Contractor shall ensure that the information provided to the recipients is accurate and fair, not misleading, or carry out any actions that may be deemed unfair competition.

The Contractor shall likewise comply with the requirements established in the internal regulations or technical procedures of the EDP Group applicable to the commissioned work

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and shall respect the Code of Ethics of the EDP Group.

3.35. Criminal liability

The Contractor solely accepts and excludes the Customer in that regard from any criminal along with any civil liability, resulting from actions or omissions of its employees, executives and/or representatives, which this agreement is in force, pursuant to the criminal code after the reform approved on 23 June 2010 regarding the possible criminal liability of legal entities.

For the above purposes, pursuant to what is established in that reform, a legal entity shall be taken to be able to be declared liable for the committing of a crime both if it has been carried out on its behalf by its legal representatives and directors, as if it has been performed by individuals subject to its authority and the due control has not been exercised.

The Contractor shall be required to incorporate into its organisation and/its work procedures the mechanisms of Article 31a of the Criminal Code and any other measures that, should it occur, mitigate or relieve it of liability.

3.36.- Pre-contractual liability

Nothing of what is envisaged in these Procurement Terms and Conditions, or the activities, costs or actions that, if applicable, the Contractor must carry out to adapt to those provisions or to prepare or submit a specific bid may be taken to form any type of pre-contractual or contractual relation between the Customer and the Contractor which may lead to any type of liabilities or obligations for the Customer.

Consequently, the Contractor expressly accepts that no liability and no obligation may be sought from the Customer on the basis of the request, submission, analysis, complement, evaluation or rejection of a certain bid. The obligations and liabilities of the Customer are limited to those established in the Contract, as applicable.

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Should the bid be withdrawn or revoked during its validity period, or once it has been accepted, the Contractor shall compensate the Customer for the damages and losses caused.

3.37.- Contractual liability

The Contractor shall be liable to the Customer for its own acts, of its workers or of third parties for whom it is accountable, including its subcontractors, for the damages caused during the fulfilment of the Contract.

The possible approval or supervision of the work by the Customer shall not free the Contractor from this liability or does it mean that any liability must be shared with the Customer.

The Contractor exempts the Customer from all liability for its acts or omissions during the fulfilment of the Contractor and undertakes to hold the Customer harmless from any claims or actions that may be brought against the contractor and to compensate the customer for any damage and losses caused.

The Customer may execute the guarantees provided by the Contractor or use the amounts owed to the Contractor as compensation to recoup those sums that must be paid as a result of what is envisaged in this section.

3.38.- Force majeure

None of the parties shall be liable for the breach, defective performance or delay in the compliance of their obligations when that has been the consequence of any event happening that could not have been foreseen or was inevitable if it could have been foreseen.

The party that is affected by a cause of force majeure shall inform the other party, in writing, as soon as possible and, in any event, within two (2) calendar days from becoming aware of it, stating the cause, its estimated duration and impact on the contracted work, and provide documentary proof.

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Compliance of the obligations affected by force majeure shall be suspended during the time that the cause lasts and the parties shall not be liable for the consequences arising from such events. After the cause of the force majeure has ended, the parties shall agree the necessary measures in order, as far as possible, to make up the lost time, adopting all those that are within their reach so that the execution of all the obligations of the Contract shall be resumed under the best terms and with the lowest delays at the end of the cause.

However, notwithstanding the above, either of the Parties may terminate the Contract should the force majeure last for over two months.

The Contractor may not invoke the following as force majeure:

1. Weather conditions or phenomena that could have been reasonably foreseen by the Contractor.
2. Any lack of labour or materials.
3. Any delay or failure in obtaining materials.
4. Any breach or delay of any subcontractor.
5. Strikes, lockouts and other labour conflict resolution measures.

3.39.- Credit offset

Should the Contractor breach any of the obligations assumed in the contract, which may lead to an economic liability for the Customer, the Customer shall be authorised to withhold payment of and/or offset to the limit of the aforementioned liabilities any due, net and claimable amounts that the Contractor holds with the customer.

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The Customer may totally or partially order the suspension of the work by means of an express suspension order, which shall be mandatory for the Contractor in the following cases:

1. If the Contractor is carrying out the work in a defective or inadequate way and it is not implemented in accordance with what is envisaged in the Contract and its annexes.
2. If the measures and methods used by the Contractor are not appropriate to guarantee the proper provision of the services and/or implementation of the work according to the necessary safety parameters to avoid damage to people and property.
3. If the measures and methods used by the Contractor are not appropriate to guarantee implementation of the work pursuant to the Contract in accordance with the quality requirements envisaged by the Contractor itself.
4. If the Contractor fails to comply with the instructions that it may receive from the competent authorities regarding the assumed work.
5. If the measures and methods used by the Contractor are not appropriate to guarantee the implementation of the work pursuant to the Contract according to the legal requirements to avoid harming the environment.

Should any of the indicated circumstances occur and after the express requirement of the Customer, the work shall be suspended immediately until the circumstances leading to the suspension have been corrected. In that case, the Contractor shall meet all the costs.

Furthermore, the lead times and milestones established in the Contract and in its annexes shall not be extended and the Contractor shall be required to fulfil them.

3.41.- Termination of the contract

The following shall be ground for terminating the Contract, along with those established in the Contractual Documentation and in law:

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- a) When the Contractor implements any work at variance with any of the documents making up the Contract, or when it implements it in such a way that the quantity and quality of the work carried out does not reasonably tally with the time invested in its implementation, in such a way that the Customer can estimate that the commissioned work would not be concluded on time.
- b) Due to repeated errors or defects in the implementation of the commissioned work.
- c) When the Contractor subcontracts or assigns the Contract totally or partially, in breach of what is envisaged in the Contract or in these Terms and Conditions.
- d) Due to the work being interrupted for over one (1) week, except when that is on justified grounds that absolutely prevent the Contractor from continuing with the work.
- e) Due to breach by the Contractor of the provisions envisaged in social legislation (with breaches relating to health & safety, payment of salaries or Social Security contributions being considered particularly serious) as well as in protection of personal data, environmental and/or tax legislation.
- f) Due to the lack of documentary justification of compliance of environmental, tax and/or employment obligations.
- g) Due to the inappropriate use of or contrary to the instructions received regarding the brand, image, distinguishing symbols and/or logos of the Customer.
- h) Due to failure to take out or renew the insurance in the terms established in the Contract or these Terms and Conditions.
- i) Any other breach by the Contractor that may significantly affect the successful performance of the Contract or which are stated as grounds for termination therein.

In any event, the Contractor shall compensate the Customer for the damages and losses caused by the breach by the former.

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The Customer may unilaterally cancel the Contract, merely by giving the Contractor two months' notice in writing. In this case, the Customer shall pay the Contractor the amount of work carried out and costs incurred until the termination of the contract is effective and any other costs and expenses that may be reasonably incurred as the result of the termination. No amount shall be paid for costs as loss of earning or any compensation for losses. The withholdings and guarantees for the work implemented during the notice period shall remain in force. The payment of that sum shall be considered as compensation in full and extinguish any claim for loss and damages. On payment of that amount, the Contractor shall be deemed to have received a full and final settlement and waive bringing any claim against the Customer.

Furthermore, either of the parties may start the termination of the Contract in the case established in Section 3.38 herein for force majeure.

In the above cases, the Customer may take possession of the work implemented up until then and keep all or some of the materials stockpiled, partly manufactured or delivered, paying the price envisaged in the Contract, or failing that the price mutually agreed and, should that not be possible, the amount set by means of expert appraisal.

3.42.- Communications

During the term of the Contract, the Contractor and the Customer shall send the communications relating to the contract in writing to the address that appears as the registered office of each party in the contractual documents. They shall be deemed to have been received if they have been sent by registered mail or by any other means that allows their receipt and content to be accredited.

3.43.- Documentation

The Contractor shall provide the Customer, according to the instructions of the latter, the documents envisaged in the annexes of these Terms and Conditions of Procurement.

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3.44- Language

Spanish is established as the language for the contractual relations and, consequently, any document that the Contractor has to submit to the Customer shall be written in or translated to this language.

3.45.- Integrity policy and prevention of corruption

1. The action of the EDP Group is guided by high ethical standards, of business integrity, social awareness and responsibility and by strict respect and compliance of the law and regulations in force. The companies of the Group, employees and partners shall not tolerate any behaviour that calls into question these positioning principles on the market.

2. The parties hereby undertake, when carrying out their activities and during the formation and fulfilment of the Contract, to act in strict compliance of the ethical standards, of business integrity, social awareness and responsibility and by strict respect and compliance of the law and regulations in force. In particular, they shall adopt the appropriate mechanisms regarding integrity and prevention of corruption, in other word, not promise or offer, directly or indirectly, undue advantages to third parties, or request, encourage or accept, for their own benefit or that of third parties, undue advantages in order to obtain a favourable result, by establishing procedures and applying the necessary and appropriate measures to that end.

3. The Contractor likewise undertakes, during the formation and fulfilment of the Contract, to act in strict compliance of the EDP Group Integrity Policy, available at <https://espana.edp.com/es/documentation>, that the Contractor declares that it knows and will bring to the attention of its employees and of the relevant third parties.

4. For the purposes envisaged in the Integrity Policy, the Contractor hereby undertakes to send the identifying data and other appropriate information and/or document to meet any reasonable requirement of the Customer in relation to the obligations and guarantees contained in this term and condition, particularly with respect to the control procedures and mechanisms developed regarding integrity and prevention of corruption, both in the pre-contractual phase and during the contractual relationship, as well as to show their accuracy and currency.

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5. The Contractor therefore expressly authorises the Customer to gather and store the necessary information provided. If the information or documents are not provided within the time established by the Customer, it may decide not to embark on the contractual relationship or suspend it immediately, in the terms and circumstances envisaged in this Term and Condition.

6. The Contractor as the data controller of the personal data of the members of its board of directors and/or legal representatives undertakes to comply with the legal duty to inform, beforehand, those individuals of the communication of their personal data to the Customer, and to give them the document included as Annex 5 hereto. It likewise undertakes to keep a log to record the delivery of that document and to pass those documents on to the Customer, when so requested.

7. When so requested by the Customer, the Contractor undertakes to provide additional information, specifically related to (i) the purpose and envisaged nature of the commercial relationship and (ii) the origin and destination of the funds associated to the implementation of the Contract, facilitating access to the records or other relevant proof.

8. The Customer may suspend the contractual relationship or terminate the Contract, in the terms and circumstances envisaged in this Term and Condition, as the result of analysing the information provided by the Contractor of the documents submitted, or as the result of failing to provide information and/or other documents request, and provided that it is a breach of the Integrity Policy.

9. Taking into account that the knowledge of the Contractor and the gathering of information on which such knowledge is based does not end at the time of establishing the contractual relationship, it should be deepened and updated periodically or when an event that so justifies it, the Contractor undertakes to update the information provided, if necessary.

10. Should the aforementioned updating of the information lead to a material change in the circumstances of the Contractor and/or the fulfilment of the Contract, the latter could be reviewed.

11. The Customer may put in place initiatives to monitor the implementation of the Contract and, specifically, compliance of what is established in Points 2 and 3 of this Term and Condition. Should a situation likely to be corrected, in the opinion of the Customer, occur

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during the monitoring, the Customer shall notify the Contractor so that it takes the necessary corrective measures within a reasonable time and report to the Customer in that regard.

12. Should the Contractor not adopt the necessary corrective measures as set out in the above point of this Term and Condition, or if they are not possible, the Contractor shall seek to defend its position by providing proof that, at the time when the indications of breach of the Integrity Policy occurred, it had put in practice all the appropriate preventive measures, without prejudice to the Customer being entitled to suspend or terminate the Contract, as envisaged therein.

13. The Contractor acknowledges and accepts that the suspicion, by the Customer, of an attempt to carry out or of the effective carrying out of one or more operations that may imply breach of the EDP Group Integrity Policy may lead to the termination of the Contract.

14. When so requested by the Customer, the Contractor likewise undertakes to comply with the commitments established in Annex 6 – “Compliance Declaration” of these Procurement Terms and Conditions.

15. In the case of specific processing of personal data in the sphere of the Contract, it shall be carried out autonomously in relation to this term and condition.

3.46.- Prevention of money laundering and financing terrorism

1. The action of the EDP Group is guided by high ethical standards, of business integrity, social awareness and responsibility and by strict respect and compliance of the law and regulations in force. The companies of the Group, employees and partners shall not tolerate any behaviour that calls into question these positioning principles on the market.

2. The parties hereby undertake, when carrying out their activities and during the formation and fulfilment of the Contract, to act in strict compliance of the ethical standards, of business integrity, social awareness and responsibility and by strict respect and compliance of the law and regulations in force. In particular, they shall adopt the appropriate mechanisms regarding integrity and prevention of corruption, in other word, not promise or offer, directly or indirectly, undue advantages to third parties, or request, encourage or accept, for their own benefit or that of third parties, undue advantages in order to obtain a favourable result, by establishing procedures and applying the necessary and appropriate measures to that end.

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3. Should the Customer be an entity coming under the effects of the Prevention of Money Laundering and of the Financing of Terrorism Act 10/2010, of 28 April, and so informs the Contractor, the latter undertakes to send its identifying data, those of its representatives and beneficial owners and other information and/or documents required by the aforementioned law, both in the pre-contractual phase and during the contractual relationship, as well as to show their accuracy and currency.

4. Should the provisions in the previous point of this term and condition be applicable, the Contractor shall be responsible for informing, beforehand, its representatives and beneficial owners of the communication of their personal data to the Customer, and that communication be necessary pursuant to the aforementioned law, and to give those individuals the document included as Annex 5 hereto. It likewise undertakes to keep of log to record the delivery of that document and to pass those documents on to the Customer, when so requested.

5. The personal data gathered pursuant to the above points of this term and condition by the Customer, who will act as the data controller, shall be used for the purpose of preventing money laundering and financing terrorism, based on the need to comply with the obligations of Act 10/2010. The collecting of personal data is mandatory, pursuant to the aforementioned law and otherwise it will not be possible to execute the Contract.

6. The Contractor is therefore aware that the Customer will gather and store the identification documents and other information provided pursuant to this term and condition. If the information or documents are not provided within the time established by the Customer, it may decide not to embark on the contractual relationship or suspend it immediately.

7. Taking into account the analysis performed, the Contractor, when necessary and as requested by the Customer for that purpose, undertakes to send the Customer additional information, specifically related to (i) the purpose and envisaged nature of the commercial relationship and (ii) the origin and destination of the funds associated to the implementation of the Contract, facilitating access to the records or other relevant proof.

8. The Customer may suspend the contractual relationship as the result of analysing the information provided by the Contractor of the documents submitted or as the result of failing to provide information and/or other documents requested pursuant to this term and condition.

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9. Taking into account that the knowledge of the Contractor by the Customer and the gathering of information on which it is based does not end at the time of establishing the contractual relationship, it should be deepened and updated periodically or when an event that justifies it, the Contractor undertakes to update the information provided, according to the terms and frequency required by the Customer.

10. Pursuant to the above paragraph and taking into account the analysis performed, the Contractor undertakes to update the information every 3 or 2 years, or annually, depending on what is requested by the Customer in due course.

11. Notwithstanding the frequency established in the above paragraph, the information shall always be updated whenever a change occurs in the circumstances of the contractual relationship or to some of the elements associated to the Contractor.

12. Should the aforementioned updating of the information lead to a material change in the circumstances of the Contractor and/or the contractual relationship, the Contract could be reviewed.

13. The Customer may put in place initiatives to monitor the implementation of the Contract and, specifically, compliance of what is established in Point 2 of this Term and Condition. Should a situation likely to be corrected, in the opinion of the Customer, occur during the monitoring, the Customer shall notify the Contractor so that it takes the necessary corrective measures within a reasonable time and report to the Customer in that regard.

14. Should the Contractor not adopt the necessary corrective measures as set out in the above point of this Term and Condition, or if they are not possible, the Contractor shall seek to defend its position by providing proof that, at the time when the indications of breach occurred, it had put in practice all the appropriate preventive measures, without prejudice to the Customer being entitled to suspend or terminate the Contract, as envisaged therein.

15. The Contractor authorises that this contractual relationship may be surprised by the Legislative Compliance Officer of the EDP Group.

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16. The Contractor acknowledges and accepts that the suspicion, by the Customer, of any attempt or the specific carrying out of one or several operations that may be money laundering, financing of terrorism or breaking international sanctions, implies for the Customer the duty to report the situation in question to the competent authorities, and likewise entitling the Customer to terminate the Contract as established by law.

17. When so requested by the Customer, the Contractor likewise undertakes to comply with the commitments established in Annex 6 – “Compliance Declaration” of these Procurement Terms and Conditions.

18. In the case of specific processing of personal data in the sphere of the Contract, it shall be carried out autonomously in relation to this term and condition.

3.47 Conflict of interest

The Contractor undertakes to pay special attention to the interests of the Customer when fulfilling the contract. Therefore, the Contractor expressly declares and guarantees that there are not situations that may lead to any conflict of interest regarding the activities envisaged in the Contractual Documentation.

Throughout the relationship, the Contractor undertakes to behave properly and to avoid engaging in conflict of interest. Should any situation be detected that is likely to generate a conflict of interest, the Contractor undertakes to notify the Client in writing as soon as possible and to follow the reasonable instructions given by the latter, which shall be issued, after consulting with the Contractor and assessing the reasoned allegations that it puts forward.

Furthermore, and in general, the Customer shall be empowered to terminate or suspend the contractual relationship unilaterally should the existence of a conflict of interest be confirmed.

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Any disputes that may emerge between the parties in relation to the interpretation and/or implementation of the Contract shall be settled pursuant to the legislation of the State where the Customer has its registered office and in that language.

Any aspects not envisaged in these Terms and Conditions or in the specific terms and conditions in each Contract shall be subject to the Civil Code, Commercial Code and other provisions in that regard. The parties shall be subject to the jurisdiction of the Courts and Tribunals of the city where the Customer has its registered office, and waive any other jurisdiction to which they are entitled, and without prejudice to the right of the Customer, as the claimant, to resort to the Courts and Tribunals of the registered office of the defendant.

5.- ANNEXES

- Annex 1 Bank guarantee or surety insurance model.
- Annex 2 Personal Data Access Contract model.
- Annex 3 Foreign Companies Documentation.
- Annex 4 General Environmental Performance Criteria.
- Annex 5 Information relating to the processing of personal data.
- Annex 6 Compliance Declaration Model.

**ANNEX 1 - MODEL 1
GUARANTEE**

The Bank or Savings Bank _____ represented by _____ in their capacity of _____, as duly empowered in the power of attorney authorised by the Notary Public, _____, on _____ and which they conform are fully in force, hereby agrees to stand as the joint and several guarantor and endorser of **COMPANY NAME OF THE CUSTOMER** (The Guaranteed Party) – **TAX NUMBER – ADDRESS**– in the interest and benefit of xxxxxx (COMPANY OF THE EDP GROUP) (the Beneficiary), whose registered office is at xxxx and with tax number xxxx, up to the amount of **XXXXXX euros (XXXXXX EUROS)** for the purposes of guarantee the proper compliance by in within the agreed time periods, of each and every one of the obligations assumed by _____ pursuant to **contract number XXXXXXXXXXXX of XX XXXXXXXXXXXX XXXXXX relating to XXXXXX.**

This guarantee is irrevocable, on first demand and with express waiver of the benefits of division, priority and excussion, with the guarantor being jointly and severally bound with _____ to pay any amount that the Beneficiary requires up to a maximum limit of **XXXXXX euros (XXXXXX THOUSAND EUROS)**.

Therefore, the Guarantor undertakes to settle immediately the amount request by the Beneficiary up to the aforementioned maximum amount, from the time of the written demand by the latter stating that the Guaranteed Party has failed to meet its contractual obligations. The Guarantor hereby informs the Beneficiary that it will waive any objection to the payment sought, based on the underlying contractual relationship between the Guaranteed Party and the Beneficiary.

The Beneficiary is empowered henceforth to enforce this guarantee, totally or partially in successive times, in which case it will not be necessary to produce the original of this guarantee. In the case of a partial enforcement, the guarantee will continue in force for the difference under the same terms and conditions.

This guarantee will be in force until the Beneficiary agrees to its cancellation.

This guarantee has been registered on today's date in the Special Guarantee Registry under number.....

This guarantee is subject to Spanish legislation.

The Guarantor hereby expressly agrees to submit any doubt, question, dispute or incident that may directly or indirectly emerge regarding the compliance or non-compliance for the aforementioned obligations to the jurisdiction and competence of the Courts and Tribunals of Oviedo and expressly waives any other jurisdiction to which it is entitled

In.....on..... twenty.....

(Place, Date and Signature)

(The signature shall be legitimised by a notary public, or equivalent Commissioner or Oaths, who shall accredit that the representation powers of the signatories are sufficient to grant the guarantee).

ANNEX 1 - MODEL 2

SURETY INSURANCE GUARANTEE MODEL

[●] insurance company, with Tax Number. [●], Office [●], whose registered office is at [●] (hereinafter, the “**INSURER**”) and represented by Mr./Ms [●] sufficiently empowered to enter the company into this binding agreement, according to the power of attorney granted before the Notary Public of [●], Mr./Ms. [●], on [●], and entered as attested document number [●] of his/her notary office's records, registered with [●] Trade Registry, hereby

STATES FOR THE RECORD

that by means of this joint and several autonomous Surety Insurance on demand, and with express waiver of the benefits of division, priority and excussion or to any other to which it may be entitled, it guarantees [●] whose address is at [●], and with tax number [●], hereinafter the **INSURED**, to [●], whose address is at [●], [●], and with tax number [●] (hereinafter the “**BENEFICIARY**”) to cover, up to the sum of [●] euros, the proper and full compliance of the obligations of the **INSURED** towards the **BENEFICIARY**, and in accordance with insurance policy number [●], pursuant to the [*include the name of the contract and/or a short description of the purpose of the contract*] contract signed between both parties on [●] [●] 20[●] (hereinafter, the "Contract").

The **INSURER** hereby undertakes to pay the guaranteed amount within five working days, after receipt of the first demand by the **BENEFICIARY**, without the latter having to justify the breach of the obligation leading to the demand, and without the **INSURER** being able to invoke for its benefit any means of defence or objections related to compliance of the obligations of the underlying contractual relationship between the **INSURED** and the **BENEFICIARY** or any other aspect.

The **INSURER** may not raise with the **BENEFICIARY** any exemption relating to the Surety Insurance Contract entered into between the **INSURER** and the **INSURED**.

Under no circumstances may this Surety Insurance, enforceable within a maximum period of five working days of receiving the demand, be revoked or challenged. It shall remain in force until it expires or terminates and may be totally or partially enforced up to the aforementioned maximum amount.

The start date of this Surety Insurance is the [●] and it shall continue to be in force until its release is expressly authorised by the **BENEFICIARY**, and it may not be cancelled or amended without the consent of the latter. THE **INSURER** may not allege to the **BENEFICIARY** the failure to pay the premium, whether it is one-off, first or following.

Failure to pay the premium shall not entitle the INSURER **to terminate the contract, or shall it be lapsed, or the cover of the INSURER suspended, nor the latter released from its obligation, should the INSURER have enforce the guarantee.**

The **INSURER** hereby expressly agrees to submit any dispute regarding the interpretation of this Surety Guarantee to the Courts and Tribunals of Oviedo and to Spanish legislation and expressly waives any other jurisdiction to which it is entitled.

In [•], on [•] [•] [•].

THE INSURER

.....

[•]

PERSONAL DATA ACCESS AGREEMENT

IN X XXX, on X X [day] X XXX [month] X XXX[year]

BY AND BETWEEN

ON THE ONE HAND: Mr./Ms. XXXX, of legal age, residing at XXXX of XXXX, holder of ID Number XXXX

ON THE OTHER HAND: Mr./Ms. XXXX, of legal age, residing at XXXX of XXXX, holder of ID Number XXXX

THEY ARE INTERVENING

The first on behalf of X XXX [company of the EDP España Group], (hereinafter THE CUSTOMER or DATA CONTROLLER), with tax number. XXXX and its registered office at X XXX, as established in the power of attorney executed on XX [day] XXXX [month] XXXX [year], before the Notary Public of XXXX [city], Mr./Ms. XXXX, and entered as attested document number XXXX in his/her notary office's records.

The second on behalf of XXXX [supplier], (hereinafter, the

CONTRACTOR OR DATA SUBJECT), with TAX NUMBER XXXX whose registered office is at XXXX, as established in the power of attorney executed on XX [day] XXXX [month] XXXX [year], before the Notary Public of XXXX Mr./Ms. XXXX, and entered as attested document number XXXX in his/her notary office's records.

Hereinafter, each individually referred to as the "**Party**", and jointly as the "**Parties**".

Both parties hereby mutually recognise they have sufficient legal capacity to act in order to enter into this Contract (hereinafter, the "**Contract**"),

WHEREAS

I.- The CUSTOMER has today contracted with the CONTRACTOR the provision of the "X XXX" services (hereinafter, the "Services"), a contract with SAP XXXXX reference number.

II.- The provision of the Services involves access, by the CONTRACTOR, to personal data of which the CUSTOMER is the Data Controller [and Processor] of those that are the property of [include here the different companies of which it processes data]

III.- Both Parties have agreed to enter into this Contract to regulate that access, which shall be governed by Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, (hereinafter, GDPR), its implementing regulations and, in particular, by the following

CLAUSES

ONE.- DEFINITIONS

The following expressions shall be understood to be binding, contain and include herein everything that is defined below, in accordance with Article 4 of the GDPR.

PERSONAL DATA: Any information relating to an identified or identifiable natural person.

DATA PROCESSING: Any operation or set of operation which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

DATA FILE: Any structured set of personal data which are accessible according to specific data, regardless of the way or method of their creation, storage, organisation and access.

DATA CONTROLLER: Private legal person which determines the purposes and means of the processing. For the purposes of this contract, the CUSTOMER shall have the status of DATA CONTROLLER.

DATA PROCESSOR: The natural or legal person that processes personal data on behalf of the CONTROLLER. For the purposes of this contract, the CONTRACTOR and those companies that the former needs to subcontract to provide the contracted services shall have the status of DATA PROCESSOR.

TWO.- PURPOSE OF THE CONTRACT

2.1 This Contract seeks to define the terms and conditions according to which the Data Processor shall process the personal data as required to correctly provide the Services to the CUSTOMER.

2.2 The provision of the contracted Services implies the CONTRACTOR performing the following processes: Collection, registering, organisation, structuring, retention, adaptation or modification, extraction, consulting, used, disclosure by transmission, dissemination or any other way of enabling access, collation or interconnection, restriction, deletion or destruction of personal data N.B.: the non-applicable data must be deleted and those that are applicable added.

2.3 Should personal data need to be collected in order to provide the Services, the Data Processor shall comply with the duty of information in accordance with the instructions provided by the CUSTOMER.

THIRD.- TERM

This Contract shall be in force throughout the provision time of the contracted Services referred to in Whereas Clause I. Nonetheless, both Parties hereby agree that the clauses herein, expressly or implicitly intended to continue in force after its termination or expiry, shall continue in force and shall continue to be binding for both Parties as stipulated.


FOUR.- PURPOSE

The personal data shall be solely processed to provide the contracted Services. Should the CONTRACTOR deem it necessary to process the data for a different purpose, it shall proceed to seek the prior written authorisation of the CUSTOMER. Failing such authorisation, the CONTRACTOR may not carry out that processing and should it do so in breach of the instructions of the CUSTOMER, it shall be considered to be the DATA CONTROLLER.

FIVE.- DATA TO BE PROCESSED AND DATA SUBJECT CATEGORIES, CRITICALITY

5.1 The types of personal data that the CONTRACTOR shall process pursuant to this Contract are as follows (Those that are not applicable should be deleted and others added as required):

- Identification data (name and surname(s), Tax/ID number, Social Security/Mutual Insurance number, address, telephone, signature, mark, image/voice, physical marks, electronic signature, other biometric data)

- Personal characteristic data (civil status, family data, date of birth, place of birth, age, sex, nationality, mother tongue, anthropometric or physical characteristics)
- Data on the social circumstances characteristic of the accommodation/housing, properties or possessions, hobbies and lifestyle, membership of clubs or associations, licences, permits or authorisations)
- Professional and academic data (training/qualifications, student academic record, professional experience, belonging to professional associations or societies)
- Employment data (profession, post, payroll non-economic data, employment history of the worker)
- Commercial information data (activities or businesses, commercial licences, subscriptions to publications or media, technical, scientific, artistic and literary creations)
- Insurance, financial and economic data (income and earnings, investments and equity assets, credits, loans and surety, bank details, retirement and pension plans, payroll economic data, tax deduction and tax data, insurance, mortgages, subsidies and benefits, credit history, credit card).
- Data on goods and services transactions (goods and services supplied by the data subject, goods and services received by the data subject, financial transactions, compensation and indemnities)
- Behavioural data (consumption load curves, geolocation data or performance assessment data)
- Disability or health data
- Data on trade union membership, religion, beliefs or sexual life data.
- Biometric data.
- 

5.2 The categories of data subjects whose data shall be processed by the CONTRACTOR pursuant to this Contract are as follows. **N.B.: Those that are not applicable should be deleted and others added as required:**

- Customers
- Potential Customers
- Supply point owners
- Suppliers

- Contact persons
- Employees
- Grant holders
- Contractor employees
- Temporary employment agency personnel
- Candidates in recruitment selection processes
- People whose images are recorded in video surveillance system
- Visits
- Others

5.3. Criticality of the data processor

In order to establish the applicable security measures from those set out in Annex I, along with the supervisory mechanisms envisaged in Annex II for the purposes of this contract, the CONTRACTOR is considered to be of BASIC / MEDIUM / HIGH criticality (N.B.: Those that are not applicable should be deleted) and uses the OWN SYSTEMS OF THE DATA PROCESSOR/EDP SYSTEMS (N.B.: Those that are not applicable should be deleted))

SIX.- OBLIGATIONS OF THE CUSTOMER – DATA CONTROLLER

In order to implement the Service, the CUSTOMER hereby undertakes to make available to the CONTRACTOR the personal data and/or the information needed to be appropriately processed for the correct provision of the Services.

SEVEN.- OBLIGATIONS OF THE CONTRACTOR – DATA PROCESSOR

The CONTRACTOR hereby undertakes to comply with the following obligations:

- a. Process the personal data for the sole purpose of providing the contracted Services, in line with the instructions indicated, at any given time, by the CUSTOMER in writing. However, should there be legislation requiring complementary processing, the CONTRACTOR shall inform the CUSTOMER of that legal requirement, except when that legislation so forbids for important reasons of public interest.
- b. Abide by the duty of secrecy with respect to personal data to which it has access, even after the end of the contractual relationship, and guarantee

that its dependents have undertaken in writing to treat the processed personal data as confidential.

- c. Guarantee, taking into account – the state of the art, - the application costs, and – the nature, scope, context and purposes of the processing, – along with the gravity and probability risks to the rights and freedoms of the natural persons variable, the application of appropriate organisational and technical measures to guarantee an appropriate level security for the risk, which includes but is not limited to:
- The pseudonymisation and encrypting of personal data
 - The capacity to guarantee the permanent confidentiality, integrity, availability and resilience of the processing systems and services
 - The capacity to restore the availability and access to personal data rapidly in the case of a technical or physical incident
 - A regular verification, appraisal and assessment process of the efficiency of the organisational and technical measures to guarantee the security of the progressing.

When assessing the adequacy of the security level, it will particularly take into account the risks represented by the data processing, particular as a consequence of the destruction, loss or unlawful or accidental destruction of personal data transmitted, sorted or otherwise processed, or the unauthorised disclosure or access to that data.

In any event, taking into account the type of processing to be carried out, there shall be compliance, at least, of the security measures identified in Annex I hereto.

- d. Keep under its control and safekeeping the personal data to which it accesses to provide the Service and not to disclose, transfer or communicate the data in any other way, not even for its storage to anyone outside the Contractor and external to the provision of the Service envisaged herein.

However, the CUSTOMER may expressly authorise the CONTRACTOR in writing to resort to another DATA PROCESSOR (hereinafter, the “Subcontractor”), whose identification details (full company name and tax number) and subcontracted services shall be notified to the CUSTOMER at least one (1) month prior to the provision of the service. THE CONTRACTOR shall likewise inform the CUSTOMER of any change envisaged to the incorporation and replacement of the Subcontractors, thus giving the Controller the opportunity to object to those changes.

Should it use the power recognised in the above paragraph, the CONTRACTOR shall be required to communicate and inform the Subcontractor about the set of obligations for the Data Processor envisaged herein and, in particular, providing sufficient guarantees that it will apply the appropriate organisational and technical measures, so that the processing is performed in accordance with the applicable legislation.

In any event, access to the data by natural persons delivering their services to the CONTRACTOR acting within the organisation framework of the latter on the basis of a non-employment and business relationship is hereby authorised. Furthermore, access to the data by the companies and professionals that the CONTRACTOR has contracted in their internal organisational sphere to provide general or maintenance services (computer, advisory, audit services, etc.) is hereby authorised, provided that those tasks have not been arranged by the CONTRACTOR in order to subcontract with a third party all or part of the Services that it provides to the CUSTOMER.

- e. Delete or return to the CUSTOMER, as it so chooses, all the personal data to which the Contractor has had access to provide the Service. Furthermore, the CONTRACTOR hereby undertakes to delete the existing copies, unless there is a legal norm which requires the personal data to be kept. However, the CONTRACTOR may keep the duly blocked data while any liability may arise from its relations with the CUSTOMER.
- f. Notify, in a timely manner and within twenty-four (24) hours, the CUSTOMER as soon as the Contractor becomes aware of any security breaches regarding the personal data, and cooperate in the notification to the Spanish Data Protection Agency or other competent supervisory authority, and, where applicable, to the data subjects of any security breaches that occur, as well as cooperating, as necessary, in the conducting of privacy impact assessments and of the prior consultation to the Spanish Data Protection Agency, as appropriate, along with assisting the CUSTOMER so that the latter may comply with the obligation to deal with requests to exercise rights.

These notifications shall include, at least, the following information:

- Description of the nature of the security breach: categories and approximate number of the data subjects affected, along with the records affected
- Identification of the data protection officers
- Description of the consequences

- Description of the measures adopted or proposed by the CONTRACTOR to repair the security breach

This information may be facilitated simultaneously or as the breach comes to light.

- g. Keep written records of all the processing categories performed on behalf of the CUSTOMER.
- h. Cooperate with the Spanish Data Protection Agency or any other Supervisory Authority, at its request, in the exercising of its duties.
- i. Make the necessary information available to the CUSTOMER to show compliance of the obligations established herein and in order to enable and contribute the conducting audits, including inspections, by the CUSTOMER or a third-party authorised by the latter. Failure to accredit that the CONTRACTOR is correctly complying with the obligations assumed herein shall be grounds to terminate the Contract.

EIGHT.- LIABILITIES AND GUARANTEES

8.1 Should the CONTRACTOR or any of its Subcontractors breach this Contractor or any legislation to establish the purposes and means of the processing, it shall be liable for that processing, assuming all the direct and indirect liabilities that may arise for EDP due to that breach by the Data Processor.

8.2 Furthermore, both Parties hereby agree that breach of these obligations is grounds for terminating the Contract. Therefore, its breach by CONTRACTOR, its dependents or anybody intervening the provision of the services on its behalf or at its request shall facilitate the CUSTOMER to terminate the contract and shall result in the relevant damages and losses for breach of the contractual obligations.

8.3 Finally, and in addition to what is stated above, in case of breach or defective performance of these obligations by the CONTRACTOR, and without prejudice to the possibility of this Contract being terminated by the CUSTOMER and the compensation for damages and losses that may have been incurred, the CONTRACTOR shall be required to pay the CUSTOMER, as the penalty clause, the amount of 2% of the amount of the service contract to which this data processing contract is linked.

NINE.- DATA OF THE INTERVENING PARTIES

The personal data included herein and any other exchanged between the Parties to enable the provision of the Services shall be processed by the other Party in order to enable the development, fulfilment and control of the agreed Service provision relationship, with the basis of the processing being the fulfilment of the contractual relationship. The data shall be kept throughout the time that the undertaking exist and afterwards until any possible ensuing liabilities expire. The parties hereby undertake to pass on this information to the subjects of the data provided, along with informing them that they may write to the respective registered offices indicated in the heading of this Contract to exercise their rights of access, rectification, objection, erasure, limitation and portability.

TEN.- EXERCISING OF RIGHTS BY THE DATA SUBJECTS

The CONTRACTOR shall forward to the CUSTOMER any request to exercise the rights of access, rectification, erasure, objection, limitation and portability received from the data subjects whose data are processed as part of this service provision, to that it can be settled by the CUSTOMER.

That forwarding shall be immediate in order to allow the CUSTOMER to respect the legally established periods to attend to the exercising of their rights by the data subjects, and the CONTRACTOR shall assume any liability that may arise from the breach of those period for reasons attributable to the lack or delay in its communication to the CUSTOMER.

ELEVEN.- CONSIDERATION

The consideration for the services provides is set out in the terms and agreements signed by the parties in the relevant service contract.

TWELVE.- FULL AGREEMENT

This Contract contains all the terms and conditions agreed by the parties with regard to its purpose and any statements, commitments or promises, whether verbal, written or implicit, resulting from the negotiations between the Parties prior to this contract with relation to its purpose shall be deemed not to exist.

The fact that any of the parties does not require the fulfilment of any of the terms and conditions established herein at any given time may not be interpreted by the other party as waiving the right to subsequently seek its compliance.

THIRTEEN.- AMENDMENTS TO THE CONTRACT

The amendments to this contract shall be made as mutually agreed by the CONTRACTOR and the CUSTOMER. To this end, the party proposing the amendment shall request the written agreement of the other party at least fifteen (15) days prior to the effective amendment date. The latter shall give its written consent, within FIFTEEN (15) DAYS of receipt of the request. Failure to answer the amendment request or answering outside the period set to do so shall be taken that it has not been accepted.

FOURTEEN.- EFFECTS OF THE TERMINATION

Once the services have been provided, the CONTRACTOR and any parties intervening in any phase of the personal data processing shall destroy or return the personal data to the CUSTOMER, in accordance with its instructions, along with any media or documents where any of the personal data processed is recorded.

The data shall not be destroyed where there is a legal provision requiring that they be kept, in which case they shall be necessarily returned to the CUSTOMER.

The data may only be kept by the CONTRACTOR during the period when there may be some liability arising from the relationship established with the CUSTOMER by means of this contract. In that case, the data shall be kept duly blocked by the CONTRACTOR and the CUSTOMER informed of the blocking system used.

In the cases of termination, withdrawal or cancellation, regardless on what grounds, the CONTRACTOR shall immediately cease to provide the services envisaged herein on expiry of the contract, with all the confidentiality obligations established herein remaining in force indefinitely, even after the end on any grounds of the business relations between the parties.

FIFTEEN.- NOTIFICATIONS

Any notification and communication that must be made pursuant to this contract, such as notices, consents, authorisations, approvals and new instructions from the CUSTOMER shall be in writing, with the sending by fax, telegram, email, registered mail or courier to the addresses below shall be initially valid.

CONTRACTOR / DATA PROCESSOR:

- Mr./Ms. **X XXX**
- Address: **X XXX**

- Telephone: X XXX Fax: X XXX

CUSTOMER / DATA CONTROLLER:

- Mr./Ms. X XXXX
- Address: X XXX
- Telephone: X XXX Fax: X XXX

Any of the parties may change those contact details or data by means of notifying the other party in writing at least fifteen (15) days before the effective date of the change.

SIXTEEN.- NULLITY AND VOIDABILITY

Should all or part of any clause of this contract be deemed voidable or null and void, that invalidity or voidability shall not affect its other clauses, which shall remain fully effective and valid, unless the party alleging its invalidity or voidability can show that the purposes pursued by this contract may not be fulfilled without the clause that would be voidable or null and void.

SEVENTEEN.- APPLICABLE LEGISLATION

This Contract shall be governed by European and Spanish Personal Data Protection legislation, along with the rulings and directives of the Spanish Data Protection Agency and other competent bodies in that regard. Both parties hereby agree that they shall submit any dispute regarding the interpretation and/or execution of what has been established herein to the jurisdiction of the Courts and Tribunals of Oviedo, and expressly waive any other legislation or jurisdiction to which they may be entitled.

In witness whereof, the parties sign this Contract in two original copies and for a sole purpose, in the place and on the date indicated in the heading.

On behalf of the CONTRACTOR

Signed: X XXX

On behalf of the CUSTOMER

Signed: X XXX

ANNEX 1

Criticality level of the Contractor	Contractually envisaged Security Measures (clauses or additional documented instructions)	
Basic	Organisational and technical measures required pursuant to the GDPR, specifically ensuring the appropriate security level for the risk	
Medium	■	
	Use of Own Systems of the Data Processor	Use of EDP Systems
	<ul style="list-style-type: none"> • Identifying, disseminating and documenting the functions and obligations of the staff with access to the data. • Keeping written records of all the processing activities carried out on behalf of EDP, in accordance with the GDPR requirements. • Keeping internal records that guarantee that its dependents have undertaken in writing to treat the personal data as confidential, that they know the rules and procedures that must be adopted and participate in train actions in this regard. • Defining and implementing a user authentication and identification procedure. • Defining and implementing a data access control procedure. • Defining and implementing a incident registration procedure. • Defining and implementing a backup copy procedure. • Implementing a document and media in/ out control and inventory procedure. • Defining the media filing criteria and devices for their storage. • Defining and implementing periodic security inspections to regularly check, assess and appraise the effectiveness of the organisational and technical measures to guarantee the security of the processing. • Appointing a security officer or officers or, as applicable, a Data Protection Officer. • Defining and implementing physical access checks. • Defining and implementing a service continuity plan 	<ul style="list-style-type: none"> • Identifying, disseminating and documenting the functions and obligations of the staff with access to the data. • Keeping written records of all the processing activities carried out on behalf of EDP, in accordance with the GDPR requirements. • Keeping internal records that guarantee that its dependents have undertaken in writing to treat the personal data as confidential, that they know the rules and procedures that must be adopted and participate in train actions in this regard. • Defining and implementing a incident registration procedure. • Implementing a document and media in/ out control and inventory procedure. • Defining the media filing criteria and devices for their storage. • Appointing a security officer or officers or, as applicable, a Data Protection Officer. • Defining and implementing physical access checks, as applicable. • Applying the EDP security procedures and policies.

	<ul style="list-style-type: none"> Defining and implementing a pseudonymisation procedure for the personal data where technically possible. 	
High	1. General security measures (similar to those applied to data processors with medium criticality level)	
	2. Special security measures:	
	Use Own Systems of the Data Processor	Use of EDP Systems
	<ul style="list-style-type: none"> Defining and implementing a communication encryption procedure. Defining and implementing a anonymisation procedure for the personal data where technically possible. Defining and implementing a data access registry procedure. Defining and implementing a communication encryption procedure. Defining and implementing a backup and recovery copy procedure. Conducting regular independent audits (at least each 2 years) of compliance of the legal provisions associated to personal data protection, including the GDPR / Independent certification of compliance of GDPR (when certification mechanisms are available). Signing up to personal data protection code of conduct, pursuant to the application of the GDPR Defining and implementing a procedure to destroy and return data and documents in a secure and confidential manner (making their subsequent recovery impossible and certifying the lack of copies), when the contractual relationship ends (except when there is a obligation to keep data for an additional period, in which case the data/documents must be blocked). 	<ul style="list-style-type: none"> Signing up to personal data protection code of conduct, pursuant to the application of the GDPR Defining and implementing a procedure to destroy and return data and documents in a secure and confidential manner (making their subsequent recovery impossible and certifying the lack of copies), when the contractual relationship ends (except when there is a obligation to keep data for an additional period, in which case the data/documents must be blocked).

ANNEX II
DATA PROCESSOR SUPERVISORY MECHANISMS

The monitoring of the obligations of the data processors with regard to compliance of the obligations related to personal data proceedings in the framework of the GDPR shall be performed by applying different mechanisms according the criticality level of the contractor as follows:

Criticality level of the Data Processor	Supervisory Mechanisms
Basic	<p>Ensuring that, as required, the data processor provides EDP with all the information needed to demonstrate compliance of the obligations established in the GDPR, as well as to permit and contribute to the conducting of audits, including inspections, by EDP or by another auditor authorised by EDP, and shall immediately inform EDP if, in its opinion, an instruction infringes the GDPR or other data protection provisions.</p>
Medium	<p>In addition to the mechanisms envisaged for the "Low" criticality level, the following specific mechanisms shall be considered:</p> <ul style="list-style-type: none"> - Periodically submitting self-certification / declaration of compliance of the legal provisions and of compliance of the contractually defined terms and conditions as regards data protection - Information and sending support documents to EDP regarding any claim received from the data subjects and of the formalities taken in order to settle them - Information and sending support documents to EDP regarding any requests, queries or inspections promoted by the supervisory authority as regards data protection, of the actions implemented and of the ensuing consequences.

High	<p>In addition to the mechanisms envisaged for the “Low” and “Medium” criticality levels, the following specific mechanisms shall be considered:</p> <ul style="list-style-type: none">- Sending to EDP the periodic independent auditor’s report on the compliance of legal provisions associated to personal data protection, including the GDPR- Independent certification of GDPR compliance (where certification mechanisms are available)- Signing up to personal data protection code of conduct, pursuant to the application of the GDPR- Periodically sending EDP information relating to the system to manage compliance of data protection legal obligations (government model, identification of the DPO, policies and procedures implemented, records of processing activities implemented on behalf of EDP, description of the organisational and technical measures implemented, improvement plans of action, etc.)- Periodically sending EDP proof of acceptance by the employees and associates of the rules and procedures that must be adopted and/or of participation in training actions in this regard- Periodically sending EDP proof of acceptance by employees and associates of the fact that their data will be shared with EDP, as applicable, for key processing purposes (for example, managing access to EDP systems, quality control, etc.);- Sending proof of certification data and documents being destroyed and returned in a secure and confidential manner (making their subsequent recovery impossible and certifying the lack of copies), when the contractual relationship ends (except when there is an obligation to keep data for an additional period, in which case the data/documents must be blocked).
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**DOCUMENTATION THAT CONTRACTORS THAT RELOCATE WORKERS TO SPAIN
AS PART OF CROSSBORDER SERVICE PROVISIONS MUST PRODUCE**

The Contractor shall ensure that the workers in question are paid the minimum salary according to the statutory and legal provisions and to the collective agreements applicable in Spain, and, in general, that any other legally applicable requirements regarding those workers in Spain are met.

The Contractor shall provide documentary proof of compliance of all its legal and contractual obligations. It shall submit the document as required through the ATLAS application, as frequently as established therein and, in any event, whenever required by EDP.

The documentation that, at least, shall be required in those cases in addition to that required from companies with workers contracted in Spain:

EU COMMUNITY COMPANIES

- Posting notification
- E101/ A1 Model
- European Health Card (EHIC)

NON-EU COMPANIES

- Registered with Social Security or Bilateral Non-EU Companies Agreement
- Private medical insurance
- Visa
- Residency / work permit

EU AND NON-EU COMPANIES

- Certificate of good standing of foreign companies with the Social Security Institute
- Guarantee of paying the minimum wage applicable in Spain pursuant to Act 45/1999, of 29 November
- Proof of being current in the payment of the workers' salaries and wages

If the documents are in a language other than Spanish, they must be accompanied with the Spanish translation.



ANNEX 4

ENVIRONMENTAL PERFORMANCE CRITERIA

Dear Sirs,

EDP Spain has an environmental management system implemented in accordance with the UNE-EN ISO 14001:2015 standard. All the suppliers and subcontractors that supply products and/or services for EDP Spain must be made aware of the applicable minimum criteria regarding the environment and which they must meet pursuant to the Environmental Policy, in order to minimise and control the environmental impact of their activities.

The following environmental performance criteria are therefore described below:

All the EDP Spain suppliers and subcontractors must undertake to comply with the following environmental performance criteria, insofar as their work impacts any of them.

In general, compliance of the applicable legal requirements must be guaranteed and, therefore, you will be liable for any legal breach arising from poor environmental management in their work.

WASTE

The abandonment, discharge, burning or uncontrolled elimination of waste is expressly prohibited. Waste shall be deposited in independent containers that are correctly identified for that purpose. Different types of hazardous waste or hazardous with non-hazardous waste must not be mixed.

In the case of waste generated in large amounts not envisaged in EDP Spain's internal management, the supplier and/or subcontractor shall be responsible for ensuring that waste is managed by an authorised manager.



ANNEX 4

ENVIRONMENTAL PERFORMANCE CRITERIA

EMISSIONS

Air emissions shall be avoided, as far as possible, while the work is being carried out. In the case of dust emissions, measures such as dampening the affected area, covering materials and loads that could cause emissions, etc. shall be taken.

SPILLAGE

Any discharge of waste water or other polluting substances shall be avoided.

There will be the items in place (trays and tanks) capable of retaining waste and products that may lead to a spill and recovery/containment elements (absorbent materials) must be available.

If an accidental spill occurs, it shall be cleared up immediately and measures taken as far as possible to avoid it reaching the soil or the sanitation network, and **EDP Spain's** Environment, Sustainability, Innovation and Climate Change Division shall be notified.

NOISE

Sound limits in the outside environment established in the Municipality where the work is being carried out shall not be exceeded. Carrying out very noisy tasks simultaneously shall be avoided. Machinery with soundproofing should be used as far as possible.

STORAGE AND HANDLING OF CHEMICAL PRODUCTS.

Whenever a legally regulated chemical product has to be used, the contractor shall have all the permits for its use and following the guidelines established in the current legislation.

Chemical products shall be stored in environmentally safe conditions (prevention of spills), in independent areas (as per incompatibilities) and all the products and their containers shall be perfectly identified. The supplier and/or subcontractor shall send the safety data-sheet for the chemical products to the Prevention Coordinator and/or Environmental Coordinator, preferably in Spanish.



ANNEX 4

ENVIRONMENTAL PERFORMANCE CRITERIA

PREVENTING IMPACT GENERATION

The supplier and/or subcontractor shall be required to apply as many preventive measures as necessary to avoid negative environmental impacts occurring during the work and, should they occur, to carry out the necessary and appropriate corrective measures.

The supplier and/or subcontractor shall be liable for any negative environmental impact from the handling of materials or products used in the works, and any ensuing economic liabilities shall be for their account.

Any environmental risk situation shall be notified to **EDP Spain's** Environment, Sustainability, innovation and Climate Change Division.



ANNEX 4
ENVIRONMENTAL ASPECTS QUESTIONNAIRE

SUPPLIER DATA	
Company:	
Contract:	<Contract Number>

ENVIRONMENTAL ASPECTS OF THE SERVICE OR ACTIVITY PROVIDED	
	Mark with an X
WASTE	
Waste similar to urban waste (organic rubbish, paper, packaging, batteries, etc.)	
Non-hazardous industrial waste (scrap metal, cables, wood, plastics, etc.).	
Construction and demolition waste (rubble, concrete, stones, etc.)	
Electronic and electric waste (computer and telecommunications equipment, lamps, meters, screens, etc.)	
Cloths and absorbent materials contaminated with oil, grease, solvents, etc.	
Used oil	
Other hazardous waste (specify)	
EMISSIONS	
Emissions from mobile sources, for example vehicles and machinery	
Dust diffuse emissions from earth movements	
NOISE	
Use of work machinery with significant noise emission	
SPILLAGE	
Spillage of water from washing parts, equipment and machinery	
Other spillages (specify)	
SAFETY AND THE ENVIRONMENT	
Storage, handling, loading and unloading chemical products, for example, oil, fuel, solvents, etc. (specify)	
ENVIRONMENTAL MANAGEMENT	
Environmental Management System certified as per UNE-EN ISO 14001 standard	
Environmental Management System certified as per the EU Eco-Management and Audit Scheme (EMAS)	

I have received the Environmental Policy and the Environmental Performance General Criteria	
Signature:	
Post:	

Please sign and return this document to: <Attribute Division receiving the documentation>

ANNEX 5 – MODEL 1 (FOR NOT OBLIGED COMPANIES)

INFORMATION RELATING TO THE PROCESSING OF THE PERSONAL DATA OF LEGAL REPRESENTATIVES

This information is aimed at the individuals who are members of the board of directors and/or legal representatives of the Contractor and refers to the processing of the personal data relating to those individuals (data subjects) by the company of the EDP Group identified below, pursuant to the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 - GDPR).

Data Controller

The Company of the EDP Group, from those on the list attached hereto as an annex, with whom the Contractor signs the relevant contract (hereinafter, the Company) shall be the data controller.

The attached list includes information on each of the aforementioned companies of the EDP Group (Tax number and registered address).

The category of personal data being processed

- Identification data
- Contact data
- Professional data
- Data related to academic training
- Data resulting from analysing the presence on list of sanctions, the status as a Politically Exposed Person (hereinafter, PEP) or the association with people classified as PEP, adverse news, identification of legal proceedings underway or sentence and the identification of possible conflicts of interest.

Origin of the personal data

The personal data have been collected by the Company using publicly available sources, specifically institutional websites and/or notified to the Company by the Contractor.

The purposes for processing the data

The personal data shall be processed by the Company for the purpose of conducting *Due Diligence*, in order to validate the integrity of the third parties with which the Company relates. Specifically, measures are taken to identify:

- Presence on international sanction lists
- Status as PEP or possible association with people classified as PEP
- Existence of reference in terms of adverse press with potential negative impact on the reputation of the EDP Group
- Involvement in legal proceedings underway and/or sentenced
- Identification of possible conflicts of interest

The above information relating to personal data does not exclude the possibility of the Company processing some of that personal data for other legitimate purposes, on other legal grounds, provided that the requirements are met of the legislation regulating the processing of personal data, in particular the GDPR and the Spanish Personal Data Protection and Guarantee of Digital Rights Act 3/2018, of 5 December.

Legal grounds of the processing

The personal data shall be processed by the Company, based on the legitimate interest consisting of ensuring that the relationship with third-party entities complies with the integrity and internal policies and requirements. Therefore, the legitimate interests of the Company have been weighted against the rights and freedoms of the data subjects.

Recipients of the personal data.

The Company may disclose the aforementioned personal data to other companies of the Group for the aforementioned purposes. The Company may also disclose the personal data to other entities with which the Company has contracted one or more personal data processing operations on its behalf. Those entities will only act following instructions of the Company.

Personal data storage period

The personal data shall be kept by the company for 5 years after the end of the relationship between the company and the Contractor, when the data will be eliminated or anonymised.

Rights of the data subject

Data subjects may exercise their rights to access, amend, cancel and oppose your data, pursuant to current legislation, by so notifying in writing to the Company at the following address: Plaza del Fresno, 2, 33007, Oviedo. They may likewise exercise those rights by sending an email with their personal details to comunicacionesrgpd@edpenergia.es. In both cases, they shall attach a photocopy of the ID of the holder or document accrediting their identity.

They may also contact the data protection officer of the Company at the following postal address: Plaza del Fresno, 2- 33007 Oviedo or by email dpd.es@edpenergia.es, indicating "GDPR" as reference, if they believe that any of their rights related to data protection have been breached, or, as applicable, file a claim with the Spanish Data Protection Agency at Calle de Jorge Juan, 6, 28001 Madrid.

Claim

Should the data holder believe that the Company has breached its personal data projection rights, they may file a claim with the Spanish Data Protection Agency.

Modifications

The Company may notify the data subject of updates or other changes to the previous information from time to time.

The Contractor:.....
Tax Number of the Contractor:.....
Sinergie Process No.:.....

Name of the signatory of the Contractor:.....
Tax Number:.....
Post:.....

List of Companies of the EDP Group:

COMPANY	TAX NUMBER	REGISTERED OFFICE	CITY	POST CODE	PROVINCE
CENTRAL TÉRMICA CICLO COMBINADO GRUPO 4, S.L.	B74233958	PLAZA DE LA GESTA 2	OVIEDO	33007	ASTURIAS
COGENERACIÓN SIDERÚRGICA ASTURIANA, S.A.U.	A74459876	PLAZA DE LA GESTA 2	OVIEDO	33007	ASTURIAS
COMERCIALIZADORA ENERGÉTICA SOSTENIBLE, S.A.U.	A95978599	C/ GENERAL CONCHA 20	BILBAO	48010	VIZCAYA
EDP CLIENTES, S.A.U.	A74472911	C/ GENERAL CONCHA 20	BILBAO	48011	VIZCAYA
EDP ENERGIA IBERICA, S.A.	A83159566	PLAZA DE LA GESTA 2	OVIEDO	33007	ASTURIAS
EDP ENERGÍAS DE PORTUGAL, S.A., SUCURSAL EN ESPAÑA	W0104919F	C/ SERRANO GALVACHE 56	MADRID	28033	MADRID
EDP ESPAÑA, S.A.U.	A33473752	PLAZA DE LA GESTA 2	OVIEDO	33007	ASTURIAS
EDP IBERIA, S.L.U.	B95542866	C/ GENERAL CONCHA 20	BILBAO	48010	VIZCAYA
EDP INTERNATIONAL INVESTMENTS AND SERVICES, S.L.	B84556679	PLAZA DE LA GESTA 2	OVIEDO	33007	ASTURIAS
EDP SERVICIOS FINANCIEROS ESPAÑA, S.A.U.	A33359563	PLAZA DE LA GESTA 2	OVIEDO	33007	ASTURIAS
EDP SOLAR ESPAÑA, S.A.	A74466178	PLAZA DE LA GESTA 2	OVIEDO	33007	ASTURIAS
EDP VENTURES ESPAÑA, S.A.	A74463159	PLAZA DE LA GESTA 2	OVIEDO	33007	ASTURIAS
ELECTRA DEL LLOBREGAT ENERGÍA, S.L.	B64744642	C/ GENERAL ALMIRANTE 4 2	BARCELONA	08014	BARCELONA
EDP FOUNDATION	G33519141	PLAZA DE LA GESTA 2	OVIEDO	33007	ASTURIAS
HIDROCANTÁBRICO DISTRIBUCION ELECTRICA, S.A.	A33591611	PLAZA DE LA GESTA 2	OVIEDO	33007	ASTURIAS
IBERENERGIA, S.A.	A82988353	PLAZA DE LA GESTA 2	OVIEDO	33007	ASTURIAS
TRANSPORTE GNL, S.A.U.	A95978581	C/ GENERAL CONCHA 20	BILBAO	48010	VIZCAYA
EDP REDES ESPAÑA, S.L.	B39882154	PLAZA DEL FRESNO, 2	OVIEDO	33007	ASTURIAS
VIESGO INFRAESTRUCTURAS ENERGÉTICAS S.L.	B85304558	CALLE ISABEL TORRES 25	SANTANDER	39011	CANTABRIA
VIESGO HOLDCO, S.A.	A39823265	CALLE ISABEL TORRES 25	SANTANDER	39011	CANTABRIA
VIESGO DISTRIBUCIÓN ELÉCTRICA S.L.	B62733159	CALLE ISABEL TORRES 25	SANTANDER	39011	CANTABRIA
BARRAS ELÉCTRICAS GALAICO ASTURIANAS, S.A. (BEGASA)	A33001983	CALLE ISABEL TORRES 25	SANTANDER	39011	CANTABRIA
IE2 HOLDCO, S.A.	A39823315	CALLE ISABEL TORRES 25	SANTANDER	39011	CANTABRIA
FRESCO REDES INTERNATIONAL, S.L.	B16779407	PLAZA DEL FRESNO, 2	OVIEDO	33007	ASTURIAS
FRESCO REDES INVESTMENTS S.L.	B16779563	PLAZA DEL FRESNO, 2	OVIEDO	33007	ASTURIAS
VIESGO PRODUCCIÓN, S.L.	B39868823	CALLE ISABEL TORRES 25	SANTANDER	39011	CANTABRIA

ANNEX 5 – MODEL 2 (FOR OBLIGED COMPANIES)

INFORMATION RELATING TO THE PROCESSING OF THE PERSONAL DATA OF LEGAL REPRESENTATIVES

This information is aimed at the individuals who are members of the board of directors and/or legal representatives of the Contractor and refers to the processing of the personal data relating to those individuals (data subjects) by the company of the EDP Group identified below, pursuant to the Prevention of Money Laundering and Prevention of Terrorism Act 10/2010, of 28 April, and to the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 - GDPR).

Data Controller

The Company of the EDP Group, from those on the list attached hereto as an annex, with whom the Contractor signs the relevant contract (hereinafter, the Company) shall be the data controller.

The attached list includes information on each of the aforementioned companies of the EDP Group (Tax number and registered address).

The category of personal data being processed

- Identification data
- Contact data
- Professional data
- Data related to academic training
- Data resulting from analysing the presence on list of sanctions, the status as a Politically Exposed Person (hereinafter, PEP) or the association with people classified as PEP, adverse news, identification of legal proceedings underway or sentence and the identification of possible conflicts of interest.

Origin of the personal data

The personal data have been collected by the Company using publicly available sources, specifically institutional websites and/or notified to the Company by the Contractor.

The purposes for processing the data

The personal data shall be processed by the Company, as the obliged company, in order to prevent money laundering and financing of terrorism pursuant to the Prevention of money laundering and Financing of Terrorism Act. Specifically, measures are taken to identify:

- Presence on international sanction lists
- Status as PEP or possible association with people classified as PEP
- Existence of reference in terms of adverse press with potential negative impact on the reputation of the EDP Group
- Involvement in legal proceedings underway and/or sentenced
- Identification of possible conflicts of interest

The above information relating to personal data does not exclude the possibility of the Company processing some of that personal data for other legitimate purposes, on other legal grounds, provided that the requirements are met of the legislation regulating the processing of personal data, in particular the GDPR and the Spanish Personal Data Protection and Guarantee of Digital Rights Act 3/2018, of 5 December.

Legal grounds of the processing

The personal data shall be processed by the Company, based on the need to comply with the legal obligations,

particularly the Prevention of money laundering and the Financing of Terrorism Act. The collecting of personal data is mandatory, pursuant to the aforementioned law and otherwise it will not be possible to execute the Contract with the Contractor.

Recipients of the personal data.

The Company may transmit to other companies of the EDP Group the aforementioned personal data for the purposes established in the Prevention of money laundering and the Financing of Terrorism Act. The Company may also disclose the personal data to other entities with which the Company has contracted one or more personal data processing operations on its behalf. Those entities will only act following instructions of the Company.

Personal data storage period

The personal data shall be kept by the Company for the time periods defined by law, in particular the Prevention of money laundering and Financing of Terrorism Act, or during longer periods if that is necessary for Company to exercise its rights or show compliance of its obligations, during the respective statute- or time-barred periods.

Rights of the data subject

Data subjects may exercise their rights to access, amend, cancel and oppose your data, pursuant to current legislation, by so notifying in writing to the Company at the following address: Plaza del Fresno, 2, 33007, Oviedo. They may likewise exercise those rights by sending an email with their personal details to comunicacionesrgpd@edpenergia.es. In both cases, they shall attach a photocopy of the ID of the holder or document accrediting their identity.

They may also contact the data protection officer of the Company at the following postal address: Plaza del Fresno, 2- 33007 Oviedo or by email dpd.es@edpenergia.es, indicating "GDPR" as reference, if they believe that any of their rights related to data protection have been breached, or, as applicable, file a claim with the Spanish Data Protection Agency at Calle de Jorge Juan, 6, 28001 Madrid.

Claim

Should the data holder believe that the Company has breached its personal data projection rights, they may file a claim with the Spanish Data Protection Agency.

Modifications

The Company may notify the data subject of updates or other changes to the previous information as appropriate.

The Contractor:.....
Tax Number:.....
SINERGIE Process No.:.....

Name of the signatory of the Contractor:.....
Tax Number:.....
Post:.....

List of Companies of the EDP Group:

COMPANY	TAX NUMBER	REGISTERED OFFICE	CITY	POST CODE	PROVINCE
CENTRAL TÉRMICA CICLO COMBINADO GRUPO 4, S.L.	B74233958	PLAZA DE LA GESTA 2	OVIEDO	33007	ASTURIAS
COGENERACIÓN SIDERÚRGICA ASTURIANA, S.A.U.	A74459876	PLAZA DE LA GESTA 2	OVIEDO	33007	ASTURIAS
COMERCIALIZADORA ENERGÉTICA SOSTENIBLE, S.A.U.	A95978599	C/ GENERAL CONCHA 20	BILBAO	48010	VIZCAYA
EDP CLIENTES, S.A.U.	A74472911	PLAZA PÍO BAROJA, 3, 4ª	BILBAO	48001	VIZCAYA
EDP ENERGIA IBERICA, S.A.	A83159566	PLAZA DE LA GESTA 2	OVIEDO	33007	ASTURIAS
EDP ENERGÍAS DE PORTUGAL, S.A., SUCURSAL EN ESPAÑA	W0104919F	C/ SERRANO GALVACHE 56	MADRID	28033	MADRID
EDP ESPAÑA, S.A.U.	A33473752	PLAZA DE LA GESTA 2	OVIEDO	33007	ASTURIAS
EDP IBERIA, S.L.U.	B95542866	C/ GENERAL CONCHA 20	BILBAO	48010	VIZCAYA
EDP INTERNATIONAL INVESTMENTS AND SERVICES, S.L.	B84556679	PLAZA DE LA GESTA 2	OVIEDO	33007	ASTURIAS
EDP SERVICIOS FINANCIEROS ESPAÑA, S.A.U.	A33359563	PLAZA DE LA GESTA 2	OVIEDO	33007	ASTURIAS
EDP SOLAR ESPAÑA, S.A.	A74466178	PLAZA DE LA GESTA 2	OVIEDO	33007	ASTURIAS
EDP VENTURES ESPAÑA, S.A.	A74463159	PLAZA DE LA GESTA 2	OVIEDO	33007	ASTURIAS
ELECTRA DEL LLOBREGAT ENERGÍA, S.L.	B64744642	C/ GENERAL ALMIRANTE 4 2	BARCELONA	08014	BARCELONA
EDP FOUNDATION	G33519141	PLAZA DE LA GESTA 2	OVIEDO	33007	ASTURIAS
HIDROCANTÁBRICO DISTRIBUCION ELECTRICA, S.A.	A33591611	PLAZA DE LA GESTA 2	OVIEDO	33007	ASTURIAS
IBERENERGIA, S.A.	A82988353	PLAZA DE LA GESTA 2	OVIEDO	33007	ASTURIAS
TRANSPORTE GNL, S.A.U.	A95978581	C/ GENERAL CONCHA 20	BILBAO	48010	VIZCAYA
EDP REDES ESPAÑA, S.L.	B39882154	PLAZA DEL FRESNO, 2	OVIEDO	33007	ASTURIAS
VIESGO INFRAESTRUCTURAS ENERGÉTICAS S.L.	B85304558	CALLE ISABEL TORRES 25	SANTANDER	39011	CANTABRIA
VIESGO HOLDCO, S.A.	A39823265	CALLE ISABEL TORRES 25	SANTANDER	39011	CANTABRIA
VIESGO DISTRIBUCIÓN ELÉCTRICA S.L.	B62733159	CALLE ISABEL TORRES 25	SANTANDER	39011	CANTABRIA
BARRAS ELÉCTRICAS GALAICO ASTURIANAS, S.A. (BEGASA)	A33001983	CALLE ISABEL TORRES 25	SANTANDER	39011	CANTABRIA
IE2 HOLDCO, S.A.	A39823315	CALLE ISABEL TORRES 25	SANTANDER	39011	CANTABRIA
FRESCO REDES INTERNATIONAL, S.L.	B16779407	PLAZA DEL FRESNO, 2	OVIEDO	33007	ASTURIAS
FRESCO REDES INVESTMENTS S.L.	B16779563	PLAZA DEL FRESNO, 2	OVIEDO	33007	ASTURIAS
VIESGO PRODUCCIÓN, S.L.	B39868823	CALLE ISABEL TORRES 25	SANTANDER	39011	CANTABRIA

ANNEX 6 – MODEL 1 (FOR NON-OBLIGED COMPANIES)

COMPLIANCE DECLARATION

The Contractor hereby declares that:

It is aware of, knows and understands the principles and rules of the Integrity Policy of the EDP Group, available at <https://espana.edp.com/es/documentation>, and shall refrain from the practice of any activity that is in breach of this Policy, both by itself and by its representatives and employees.

The Contractor undertakes to perform its business practices, during the formalisation and execution of the Contract, ethically and according to the applicable legal provisions and with the Integrity Policy of the EDP Group. It has designed an appropriate system, with control mechanisms, to anticipate, mitigate, prevent, identify and monitor the risk of breaching those principles, rules and legislation.

It undertakes to adopt, in its business practices in general and particularly in its relations with the company of the EDP Group identified at the end of this document (hereinafter the Company of the EDP Group), similar principles to those of the Integrity Policy of the EDP Group. It shall inform and justify to the Company of the EDP Group of any possible exemptions to the applications of those principles.

It likewise declares that: (a) it has not infringed, infringes or will infringe any of the provisions of the Integrity Policy of the EDP Group; (b) is aware that any activity that infringes these provisions is forbidden and may imply the termination of the Contract by the Company of the EDP Group.

Finally, it hereby declares that there are no conflicts of interest associated to the execution of the Contract. However, it undertakes to inform the Company of the EDP Group immediately, should a situation occur that may lead to a conflict of interest.

The Company of the EDP Group:.....
Sinergie Process No.:.....

The Contractor:.....
Tax Number of the Contractor:.....

Name of the signatory of the Contractor:.....
Tax Number:.....
Post:.....
.....

**ANNEX 6 – MODEL 2 (FOR OBLIGED COMPANIES)
COMPLIANCE DECLARATION**

The Contractor hereby declares that:

It is aware of, knows and understands the legal and statutory duties regarding preventing and combatting money laundering and financing terrorism, the principles and rules of the Integrity Policy of the EDP Group, available at <https://espana.edp.com/es/documentation>, and will refrain from the practice of any activity that is in breach of this Policy, both by itself and by its representatives and employees.

The Contractor undertakes to perform its business practices, during the formalisation and execution of the Contract, ethically and according to the applicable legal provisions and with the Integrity Policy of the EDP Group. It has designed an appropriate system, with control mechanisms, to anticipate, mitigate, prevent, identify and monitor the risk of money laundering and financing terrorism the risk of breaching those principles, rules and legislation. It likewise undertakes to cooperate as necessary with the judicial and regulatory authorities.

It undertakes to adopt, in its business practices in general and particularly in its relations with the Company of the EDP Group identified at the end of this document (hereinafter the Company of the EDP Group), similar principles to those of the Integrity Policy of the EDP Group. It shall inform and justify to the Company of the EDP Group of any possible exemptions to the applications of those principles.

It likewise declares that: (a) it has not infringed, infringes or will infringe any legal provision related to money laundering and financing terrorism, or the provisions of the Integrity Policy of the EDP Group; (b) is aware that any activity that infringes these provisions is forbidden and may imply the termination of the Contract by the Company of the EDP Group.

Finally, it hereby declares that there are no conflicts of interest associated to the execution of the Contract. However, it undertakes to inform the Company of the EDP Group immediately, should a situation occur that may lead to a conflict of interest.

The Company of the EDP Group:.....
SINERGIE Process No.:.....

The Contractor:.....
Tax Number:.....

Name of the signatory of the Contractor:.....
Tax
Number:.....
Post:.....
.....