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

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|---|---|
| Scope: Spain | Code: 02-00012DC |
| Owner: D. Procurement for Corporate Areas & Procurement Coordination | Revision: 8.1 |

## Purpose

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

## Scope

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

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

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

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## 1. Nature of the general terms and conditions

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

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

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

## 2. Definitions

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

- **Repsol:** a Repsol Group company (as defined in Article 42 of the Code of Commerce), that acts as the contracting party for each provision of services or performance of work.
- **Contractor:** natural or legal person which is the successful bidder for the provision of services or performance of work for Repsol.
- **Day:** understood as a calendar day unless expressly stated otherwise.
- **Purchasing Management Process:** the process that includes the specification of the need, negotiation, awarding, and issuance of the order.
- **Call for Tenders:** a set of documents issued by Repsol that includes the necessary requirements, of any **kind**, under which the Contractor will provide the services or perform the work: The specific terms and conditions, technical specifications, etc. In a broad sense, it is the group of documents that determines the contractual conditions to be established between the Contractor and Repsol.
- **Specific Terms and Conditions:** a set of documents issued by Repsol, which set out, in each specific case, the specific terms and conditions governing the relationship between the parties, exceptions or qualifications to these General Terms and Conditions, or other documents included in the contractual documentation.
- **Technical specifications:** a document issued by Repsol that sets the technical requirements that the goods or products to be supplied must meet.
- **Tender:** the documentation required from the interested parties to submit bids under the terms of the Call for Tenders.
- **Award Letter:** the document stating Repsol's willingness to contract, which contains, directly or by reference, the terms and conditions governing the relationship between the parties, and which must be accepted by the Contractor whenever Repsol modifies the terms of the Tender. If the Contractor accepts, the successful bidder must return the Award Letter signed within fifteen (15) days of its issuance. After that deadline, Repsol reserves the right to annul the award, in which case the Contractor would not be entitled to any compensation whatsoever.

  In those cases where the Award Letter states that the award is conditional on the subsequent signing of a Contract between Repsol and the Contractor, the Contract must be signed within the period stated therein or, if not stated, within thirty (30) days of issuance. After that deadline, Repsol reserves the right to declare the condition unfulfilled

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and may therefore annul the award, in which case the Contractor would not be entitled to any compensation whatsoever. The Contract shall respect the contents of the Call for Tenders, the Specific Terms and Conditions, the Award Letter and the terms accepted by Repsol as part of Contractor's Bid.

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

  For the purposes of these General Contracting Terms and Conditions, reference to the word "Order" shall be understood to be the set of such documents.

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

- **Sanctions**: means any applicable trade, economic or financial sanctions, export and import controls laws, regulations, policies, embargoes or similar restrictive measures approved, adopted or implemented by: (a) the United States of America, including the Office of Foreign Assets Control (OFAC), the United States Department of Treasury, the United States Department of Commerce or the United States Department of State; (b) the United Nations Security Council; (c) the European Union or any of its member states; (d) the United Kingdom Treasury Department (HMT); or (e) any other relevant authority.

- **Sanctioned Person:** means any person or entity: (a) designated, owned or controlled by a person or entity designated on a Sanctions List; or (b) located in, organized or incorporated under the laws of, or owned or controlled by, or acting on behalf or for the benefit of a person or entity located in or organized under the laws of a country or territory subject to comprehensive Sanctions (full embargo), including , but not limited to, Cuba, North Korea, Iran, Syria and the regions/territories of Crimea-Sevastopol, Donetsk and Luhansk, or any other country, territory or region that may be affected by restrictions of a similar nature during the period of validity of these General Terms and Conditions.

- **List of Sanctions:** means (a) the Specially Designated Nationals and Blocked Persons list kept by the OFAC; (b) the United Nations Security Council Consolidated Sanction List; (c) the Consolidated List of Persons, Groups and Entities subject to European Union Financial Sanctions; (d) the Consolidated Sanctions List maintained by the United Kingdom Treasury Department; or (e) any other similar list maintained by a relevant authority, each as amended, supplemented or replaced from time to time.

## 3. Validity and precedence of the contractual documentation

**3.1.** Notwithstanding the provisions of Section 1 of the General Contracting Terms and Conditions, if the Order contradicts the other documents that govern the relationship and there is no agreement between the parties on the disputed matter, the following order of precedence shall apply:

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

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- The Tender

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

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

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

## 4. Contractor’s obligations and responsibilities

**4.1.** The Contractor undertakes to provide services or perform work in accordance with the provisions of the Order and with the applicable laws and regulations.

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

**4.3.** The Contractor shall comply with all the provisions in force at any given time, especially those related to Labor, Social Security or Taxation, as well as those related to Environment, Health and Safety, and Workplace Risk Prevention and undertakes to provide proof of their compliance in the manner and within the deadlines established by Repsol. Furthermore, in relation to the activities carried out by the Contractor at the Repsol Group's workplaces and facilities, the Contractor must comply with the Repsol Group's internal practices and regulations, particularly the prohibition of alcohol and drug consumption. The Contractor shall also fulfill the Repsol Group's regulations and internal practices that apply because of the specific work or services contracted, including guidelines for action in accordance with Repsol’s tax principles, even when the work or services are carried out at the Contractor’s facilities.

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

In the event of breach of the applicable legislation on Sanctions by the Contractor or its Related Persons, the Contractor shall immediately inform Repsol of said breach, and the provisions of Section 20.1.2.m) of these General Terms and Conditions will apply.

In the event of non-compliance with the applicable regulation on Sanctions by the Supplier or its Related Persons, the Supplier shall immediately inform Repsol of such non-compliance, and the provisions of section 18.1.2.m) of these General Conditions shall apply.

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

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

**4.4.** The Contractor shall respect internationally recognized human rights, which include at least the rights listed in the International Bill of Human Rights[1] and the principles concerning the fundamental rights contained in the Declaration of the International Labor Organization regarding fundamental principles and rights at work. Furthermore, the Contractor shall comply with any provisions regarding ethical conduct and respect for human rights that are valid under Repsol Group regulations and internal practices, such as the eradication of child labor, all forms of forced labor, human trafficking, slavery or servitude, during the entire life cycle of the goods and services contracted and non-discrimination on the grounds of nationality, race, ethnic origins, religion, political affiliation, civil status, social standing, age, disability, culture, sex, gender identity, sexual orientation or any other status.

The Contractor declares and warrants that both the Contractor, the companies in its corporate group, Subcontractors and any other third parties who act on their behalf in regard to the execution of this contract apply the due diligence measures appropriate to identify, mitigate and remedy any real and potential risks and adverse impacts on human rights and the environment throughout its value chain. The Contractor shall inform Repsol without delay and in writing should it become aware of any judicial investigation or administrative proceedings initiated by an authority or body in regard to a presumed breach of any regulation that is applicable in the area of human rights and the environment. In addition, the Contractor undertakes to make reasonable efforts to adopt whatever measures are considered necessary to remedy said breaches. The Contractor shall also accept and comply with the guidelines for action that Repsol requires of its Contractors, which are contained in the Code of Ethics and Business Conduct for Contractors ("The Code") and its successive updates, which are accessible on the Repsol website (https://www.repsol.com/es/sostenibilidad/politicas/codigo-de-etica-y-conducta/index.cshtml).

Repsol reserves the right to establish any activities to verify said code that it considers appropriate, which require the participation in good faith of the Contractor. In addition, the Contractor shall implement the corrective actions required by Repsol that are considered appropriate because of the verification activities that Repsol has performed. The Contractor also states that it is apprised of and accepts the Integrity Policy ("the Policy", code 00-00461PO), available on the Repsol website, so that it rejects any form of corruption and fraud, public or private, and applies a criterion of zero tolerance in regard thereto.

During the execution of this contract and while the rights and obligations arising therefrom are in force, the Contractor is bound to comply with the "Anti-Corruption Laws", understood to be all the laws that are applicable both to the Contractor and Repsol that govern bribery, corruption, money laundering and terrorist financing, fraud or similar activities, including: (a) those of Repsol's and the Contractor's country of residence; (b) those

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

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of any country in which the contract will be executed; (c) those of Spain, including the Criminal Code (Organic Law 10/1995 of November 23); and (d) those of the United States, including the "*Foreign Corrupt Practices Act 1977*", and their future amendments.

Specifically, during the execution of this contract, the Contractor represents and warrants that neither it nor any of the Related Persons acting on its behalf will offer, promise or hand over, nor, on the date on which the contract enters into force, have directly or indirectly offered, promised or handed over money or valuable objects to: (a) any authority or Public Official in order to influence the actions of the public authority or institution, or in any way obtain an undue advantage; (b) any other person, if they become aware that all or part of the money or valuable object will be offered or handed over to a Public Official to influence actions carried out by the public authority or institution or, in any way, obtain an undue advantage; or (c) to any other person to induce them to act in a disloyal or, in any way, inappropriate manner. For the present purposes, a "Public Official" is understood to be all persons who work for an organization or government institution, and those who hold public offices, including: (i) the holders of public offices at the federal, international, state, regional, provincial or local level, including members of legislative bodies, holders of executive offices, and members of the judiciary; (ii) the employees of any government, government service, state-owned or government-controlled entity –including national oil companies– and international public organization; (iii) persons who act by virtue of the powers delegated by a public authority; and (iv) the officials of political parties and candidates to public offices.

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

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

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

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

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

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

**4.6.** The Contractor undertakes to adopt whatever measures it considers necessary to avoid possible conflicts of interest. The Contractor shall notify Repsol in writing and within the shortest possible time of any situation that

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might constitute a potential or actual Conflict of Interest regarding the execution of the contract. For the present purposes, a “Conflict of Interest” is defined as a situation in which the criteria, judgment or decisions made by the Contractor, during the execution of the contract, may be potentially or actually influenced by the presence of an interest of a particular nature.

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

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

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

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

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

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

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

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**4.11.** The Contractor shall provide the material means necessary for the proper provision of services or performance of the work contracted, notwithstanding the occasional provision by Repsol of equipment and materials owned by the latter when it is necessary to ensure the proper provision of the services or performance of the work, without this ownership affecting the obligations assumed in any way whatsoever.

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

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

**4.13.** The Contractor guarantees Repsol that:

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

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

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

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

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

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

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

**4.17.** The Contractor undertakes to indemnify Repsol and hold it harmless from any damages, costs or losses, including the legal defense costs which it may directly or indirectly incur due to any inaccuracy, omission or lack of truthfulness in its statements or the execution of the Order and, in particular, those related to a breach of the

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applicable regulations, infringements of third-party industrial and intellectual property rights, confidentiality obligations, damage to property or injuries, and administrative, work-related or other types of sanctions.

**4.18.** In those cases where the status of Contractor is held by a temporary joint venture, community of property or any other entity devoid of a legal status of its own different to that of its components, the liability that might arise from the Order shall be joint and several among those who comprise it, and Repsol may bring proceedings, indiscriminately or individually, against any of them to demand full compliance with all obligations and liabilities arising from this Order, notwithstanding Repsol's ability to target the operating fund as well as the entities' revenue generated by their activity and deposited in bank accounts in their name.

In those cases where the status of Contractor is held by a group of financial interests, partnerships or any other entity with its own legal status different from that of its components in which the persons who comprise it must assume unlimited liability for the shared debts, any liability to Repsol arising from the Order shall be joint and several between the entity and each person comprising the latter, and Repsol may bring proceedings, indiscriminately or individually, against any of them to demand full compliance with all obligations or liabilities arising from this Order, notwithstanding Repsol's ability to target the entities' assets or the revenue generated by their activity and which is deposited in bank accounts in their name.

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

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

**4.20.** The Contractor shall carry out periodic revisions of its management, to promote the continuous improvement process. Furthermore, the Contractor shall cooperate with Repsol in the quality or performance assessment processes that Repsol may promote, even after the finalization of the Order.

## 5. Corporate liability

**5.1.** In accordance with the provisions of Section 4.5, the Contractor will act as an independent provider in the provision of the services or performance of the work and shall assume full responsibility for the organization of the human and material resources, and for the provision of the services or performance of the work. Under no circumstances shall Repsol have any obligation or relationship of any nature with said Personnel.

**5.2.** The Contractor shall assume sole responsibility for compliance with all labor-related, Social Security and government provisions currently in force or which may become effective during the provision of the services or performance of the work which affect labor relations with its Personnel, expressly exempting Repsol from all liability arising from their non-compliance.

**5.3.** The Contractor undertakes to institute and disclose to its Personnel its own Labor Regulations, Work Methods and Safety Standards.

**5.4.** The Contractor shall ensure that all Personnel hired are suitable and properly qualified. If any of the assigned Personnel must be replaced, after notifying Repsol, the Contractor shall appoint a substitute, but under no

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circumstances shall such circumstances affect the proper provision of the services or performance of the work, for which the Contractor shall be solely responsible.

**5.5.** All Contractor Personnel providing services at Repsol's facilities and workplaces shall be provided with proof if identity by the Contractor; this identification must be worn in a visible place. Furthermore, in order to preserve Repsol's reputation, they shall interact in a proper manner with all persons, whether users, owners, government agencies, local authorities or representatives.

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

**5.7.** The Contractor shall assume sole responsibility for the safety of its Personnel.

**5.8.** The Contractor is responsible for the timely payment of wages, Social Security and all other compensation to be received by its Personnel.

**5.9.** Where appropriate, Repsol may discount from the invoices pending payment to the Contractor the amounts that were due to Repsol as a consequence of non-compliance by the Contractor with regard to Personnel.

**5.10.** The Contractor guarantees Repsol and its Group companies' indemnity in the event of Personnel labor claims, including compensation for dismissal, which will be defended or settled by the Contractor; the latter will also bear defence costs and the amounts or declarations for settlement or contents of rulings in favour of the party filing claims.

**5.11.** The Contractor shall exempt Repsol from liability for the Contractor's obligations or those it acquires with third parties. The Contractor shall be liable for any damages caused to Repsol or third parties by its own actions or omissions or those of its Personnel as a result of the provision of the services or performance of the work.

## 6. Occupational risk prevention and coordination of business activities

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

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

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

**6.3.1.** Before the start of the provision of the services or performance of the work, Repsol shall provide the Contractor with sufficient information in writing about the risks in the workplace where the services will be provided, or work performed that may affect the Contractor's activities. Repsol shall provide instructions for the prevention of the risks existing in the workplace that may affect Personnel and the measures to take in an emergency situation.

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

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**6.3.3.** Before commencing the provision of the services or performance of the work, the Contractor shall provide Repsol and the other companies and independent workers performing activities in Repsol's facilities with sufficient information in writing on the specific risks of the activities to be carried out that could affect them, particularly the risks that may be magnified or modified by activities taking place concurrently in the same workplace.

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

## 7. Repsol’s obligations and responsibilities

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

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

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

## 8. Place and time of the execution of the Order

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

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

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

**8.4.** In the event of a delay, Contractor shall be automatically in default without requiring a notice of default from Repsol, and Repsol may apply the penalties that would have been established and demand the liabilities

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arising from any damage or injury or, where appropriate, terminate the Order in accordance with the provisions of Clause 20.

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

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

## 9. Information obligations and delivery of documents

**9.1.** At Repsol's request, the Contractor shall deliver the documentation listed below to Repsol and also keep this documentation up-to-date:

i. Government authorizations that allow it to exercise the contracted activity, including registration for business tax or, if applicable, the current annuity payment receipt.

ii. Social Security clearance certificate issued by the competent public authority, as well as an express statement declaring that the Contractor does not benefit from any debt deferment agreement with Social Security.

iii. Roster of Personnel that will be providing the services or performing the work, specifying complete individual names, occupation and the type of employment contract with the Contractor.

iv. Proof of payment of TC1 and TC2 Social Security contributions for Personnel.

v. Certification issued by the Contractor, at Repsol's request, certifying the payment of wages owed to Personnel under the applicable regulations or agreements.

vi. Copies of Personnel remuneration payslips.

vii. If foreign Personnel are involved, the required residence and work permits for Spain.

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

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

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

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

**9.3.** In the case of Contractors resident in a country with a Double Tax Treaty (DTT) in force with Spain, the Contractor shall provide Repsol with an original certificate of tax residence issued by its tax authorities within the meaning of that treaty. The certificate shall be renewed annually.

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Failure to provide the tax residence certificate implies that the provisions of the DTT shall not apply. Instead, the Spanish regulations on Non-Residents' Income Tax shall apply.

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

## 10.1. Reception of services

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

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

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

## 10.2. Reception of works

### 10.2.1. Provisional Reception

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

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

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

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

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

These obligations will also be required during the warranty period.

### 10.2.2. Warranty Period

Unless established otherwise in the Order, the Warranty Period for the work and, if applicable, for the services included in the Order will be twelve (12) months from the Provisional Reception. The obligation and warranty

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period will exist regardless of any inspections that Repsol was able to perform during the execution of the work.

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

**10.2.3.** Final Reception

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

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

**10.3.** Non-compliance with the Contractor's obligations

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

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

## 11. Inspections

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

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

**11.3.** Throughout the entire period of validity of the Order, Repsol will continuously monitor the fulfillment of the Contractor's obligations and compliance with the agreed-upon service levels.

**11.4.** Repsol reserves the right to perform inspections of the materials and goods used in the execution of the Order at both the Contractor's and subcontractors' facilities. The Contractor shall notify its subcontractors of this

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**12.2.3.** Repsol may take action for recourse against the Contractor and may claim all or the part corresponding thereto when, as a consequence of the services provided or works performed by Contractor:

- the competent public authority imposes an administrative penalty on Repsol, or
- Repsol undertakes to pay compensation for damages caused to third parties (both to individuals as well as that required by the public authority) and the cost of the preventive measures, avoidance and repair required by the competent public authority.

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

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

## 13. Price, taxes and other financial obligations

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

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

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

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

## 14. Method and period of payment

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

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

**14.3.** Preferably, the method used to invoice the provision of the services or the performance of the work will be self-billing, through which Repsol will issue the invoice on the Contractor's behalf. If self-billing is not possible, the Contractor must use the electronic methods accepted by the Repsol Group.

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

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**14.4.** Repsol may apply to the payment of the amounts due under the Contract, any balances which may exist in Repsol's favor, arising from the Contract or from any other of the Contractor's legal relations with Repsol or with any other Repsol Group Company (understanding Repsol Group Company in the sense within the meaning of Article 42 of the Commercial Code), provided that both debts have matured, are net and callable, the credit has not been assigned with the debtor's consent and that there is no withholding or claim by a third party weighing on them which has been notified to the debtor and they are not subject to withholding or payment on account for any income tax in Spain or in any other country.

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

## 15. Guarantees and other sureties

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

**15.1.1.** Guarantees

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

**15.1.2.** Guarantee withholdings

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

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

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

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# 16. Insurance

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

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

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

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

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

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

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

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

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

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

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

- Aircraft Liability Insurance (including helicopters) with a minimum limit of EUR 10,000,000 per loss occurrence and year.

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- Ordinary Hull and complimentary War Insurance for the replacement value of the aircraft and equipment.

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

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

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

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

**16.2.** Prior to commencing the provision of the services or performance of the work, the Contractor shall furnish Repsol with a certificate for the insurance taken out and the receipts or supporting documents demonstrating that the Contractor is up-to-date on the payment of the respective premiums. This certificate will be included in the Order as an Appendix. Failure to submit the certificate will empower Repsol to terminate the Contract for reasons attributable to the Contractor. The Contractor must deliver a new certificate to Repsol when the insurance requested in the Order is renewed and at any time at Repsol's request.

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

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

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

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

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

**16.8.** All the insurance policies referred to in Section 16.1 of this clause shall be primary to any other insurance taken out by Repsol.

**16.9.** As soon as any of the parties becomes aware of any circumstance that may give rise to a claim under the insurance policies mentioned in this clause, it must notify the other party of the incident and it will be reported

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to the relevant insurance company. Each party must provide the assistance that may be necessary for the notification, preparation, negotiation and resolution of incidents.

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

## 17. Penalties for non-compliance

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

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

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

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

## 18. Subcontracting

**18.1.** The Contractor may not subcontract the execution of the Order, fully or in part, without Repsol's prior written consent. The same obligation applies to authorized subcontractors. Without this authorization, a subcontractor will not be recognized under any circumstances as having the nature or status of an authorized subcontractor and this will constitute grounds for terminating the Order.

The Contractor will only request authorization for subcontractors that, in its reasonable professional opinion, have the appropriate structure, material means and personnel to carry out the Order. Repsol does not verify or validate any quality of the subcontractor when issuing its authorization.

In those cases where construction work is contracted, the Contractor may only hire subcontractors that are compliant under Law 32/2006 on Subcontracting in the Construction Industry and the regulations implementing it.

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

The Contractor is directly liable to Repsol for all actions, infringements or negligence by any of its subcontractors, their agents and Personnel, and the Contractor will hold Repsol harmless from any breach thereof, indemnifying Repsol for any damage caused by them.

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

**18.3.** All the Contractor’s obligations and responsibilities shall also be required by the Contractor of the authorized Subcontractors, which must provide proof of acceptance and compliance to Repsol upon request. The Contractor is directly liable to Repsol for the compliance of its Subcontractors.

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## 19. Order assignment and transfer of credit

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

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

## 20. Termination of the Order

**20.1.** Termination of the Order due to non-compliance.

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

a) The existence of serious inaccuracies in the information provided by the Contractor in terms of its business organization and its ability to execute the Order, or any other aspect of the provision of the services or performance of the work.

b) Failure to execute the services or work that are object of the Order within the deadline and under the other conditions set forth therein, or the defective execution with non-compliance of the agreed-upon qualities and guarantees, or other aspects of the Order.

c) When, for reasons attributable to Contractor, the services or works are suspended or halted, or there is no continuity or due diligence in their execution, even when these events are due to strikes or conflicts internal or external to the Contractor’s company.

d) Non-compliance by the Contractor with these General Terms and Conditions or the documents that form part of the Order.

e) Failure to deliver all the pertinent documentation relating to or arising from the provision of the services or performance of the work in a timely manner.

f) Failure to deliver to Repsol, upon request, the labor-related documentation mentioned in Clause 9, Section 1 of these General Purchasing Conditions.

g) Non-compliance with Occupational Risk Prevention, Safety, Health and Hygiene, Environmental (including legislation on waste management) and any other applicable regulations.

h) Non-compliance with the confidentiality obligations or infringement of intellectual or industrial property rights of third parties, as well as non-compliance by the Contractor or its Subcontractors with their labor-related or Social Security obligations.

i) Failure to deliver guarantees or securities, or the non-renewal or expiration thereof, for any reason, prior to fulfilling of the guaranteed obligations.

j) The inter vivos or mortis causa sale or transfer of Contractor’s company or partnership or its transformation into another legal entity without the written approval of Repsol.

k) Assignment or subcontracting without Repsol's consent.

l) Non-compliance with the Code of Ethics and Conduct for Contractors.

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m) Failure by the Contractor or its Related Persons to comply with Anti-Corruption Laws.

**20.2.** In addition, Repsol shall be entitled, without incurring any liability to Contractor, to suspend or terminate the Order or contract with immediate effect: (i) in the event of non-compliance with or a breach or violation by the Contractor or its Related Persons of any representation, warranty or commitment assumed under Section 4.4 of these General Terms and Conditions; or (ii) if compliance with any of Repsol's duties and obligations vis-á-vis the Order or contract is restricted or prohibited in any way under the applicable Sanctions. In addition, Repsol shall be entitled, without incurring any liability to Contractor, to suspend or terminate, in whole or in part, the Order or contract with immediate effect: (i) in the event of non-compliance with or a breach or violation by the Contractor or its Related Persons of any representation, warranty or commitment assumed under Section 4.4. of these General Terms and Conditions; or (ii) if compliance with any of Repsol's duties and obligations vis-a-vis the Order or contract is restricted or prohibited in any way under the applicable Sanctions.

**20.2.1.** In the event of non-compliance, the Order shall be terminated and rendered ineffective from the date on which either Party notifies the other of its decision in this regard.

**20.2.2.** In those cases where the Order is terminated at Repsol's behest, it may, in addition to any others legally permitted, adopt all or some of the following measures:

a) Suspend outstanding payments.

b) Enforce the sureties provided by Contractor.

c) Withhold any of the Contractor's goods and items in Repsol's possession.

**20.3.** Termination of the Order at Repsol's behest:

**20.3.1.** Repsol reserves the right to unilaterally render the Order ineffective by notifying the Contractor. In this case, both parties shall reach a common agreement as to the consequences arising from this early termination.

**20.3.2.** Neither party shall be liable to the other under any circumstances for any indirect or consequential damages, loss of profits or loss of production or contracts.

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

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

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

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

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third parties. Each party shall be liable for the eventual misuse of such information by their Personnel at any given time.

**22.2.4.** Once the Order is terminated for any reason and, in all cases, at Repsol's behest, the Contractor shall return the information to Repsol in its entirety or destroy it and certify its destruction (total destruction, without any possibility of recovery or rollback), at Repsol discretion. The Contractor shall only be entitled to maintain a copy of the confidential information that could be necessary to comply with the applicable legislation, subject in any case to the confidentiality obligation described herein.

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

**22.2.6.** No previous obligations of confidentiality shall be understood to be infringed in those cases where the Contractor can provide written proof that the information received from Repsol:

a) was lawfully in the possession of the Contractor on the date on which it was supplied by Repsol and provided that such information was not directly or indirectly acquired from Repsol or third parties by violating confidentiality obligations;

b) proves to be in the public domain on the date that Repsol provided it to Contractor;

c) comes into the public domain after being communicated by Repsol, without negligence or fault on the Contractor's part;

d) was prepared independently by the Contractor and without making use of the information disclosed by Repsol;

e) should be disclosed pursuant to statutory mandate, by court order, or according to the regulations of a financial, governmental or other body or entity applicable to that specific case, a fact that must be reported immediately to Repsol in order to enable it to seek the appropriate legal means to prevent or limit the scope of such a disclosure.

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

## 22.3. Processing of personal data

**22.3.1.** Definitions

- **Personal data**, **Data Processor and processing** will have the meaning assigned to them in Article 4 of Regulation 2016/679 of the European Parliament and of the Council, of April 27, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“GDPR”).
- **Rights:** means the rights of access, rectification, suppression and opposition, limitation on processing, portability of personal data and of not being subject to automated individualized decisions, and others recognized by Data Protection Laws.
- **Contractor’s employees:** means the employees on the Contractor's payroll and the employees of the Contractor’s subcontractors.

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- **Contractor**: the third party signing the Order with Repsol.
- **Contractor's representatives:** means both the individual or individuals who sign the Order on the Contractor's behalf and those that the Contractor has identified as contact persons**.**
- **Repsol:** the Repsol Group company signing the Order.
- **Data Controller:**in addition to the meaning given thereto in Article 4 of the GDPR, for the purposes of this document, the Data Processor shall be understood to be Repsol.

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

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

The Data Controller:

a. informs the Contractor's Representatives, to whom the Contractor will pass on this information, that their Personal Data will be processed by Repsol for the purpose of: (i) managing the maintenance, compliance, development, control and execution of the provisions of the Order; (ii) complying with its policies and obligations regarding the prevention of money laundering and the financing of terrorism; and (iii) so that the Data Controller can comply with its standards of diligence regarding the identification of the third parties with which it enters into relationships. The legal basis for the Processing is: (i) the execution of the Order and the Processing; (ii) legal compliance and legal compliance of the Processing; and (iii) the legitimate interest of the Data Controller;

b. informs the Contractor's Employees, to whom the Contractor will pass on this information, that their Personal Data will be processed by the Data Controller in order to manage the Order, control access to and the time spent at the Repsol Group's facilities by the Contractor's Employees and, within the legally permissible limits, to limit access to said facilities, control the execution of the Order, confirm compliance by the Contractor with its tax, labor-related and Social Security obligations, to manage the accident rate records of the Repsol Group's facilities, and any other actions that may be necessary for the proper execution of the Order. The legal basis for this Processing is the execution of the Order;

c. informs the Contractor, the Contractor's Representatives and the Contractor's Employees that their data may be subject to processing by the Data Controller during an internal investigation resulting from a complaint made through the Repsol Group's ethics and compliance channel. The legitimate basis for this processing is the public interest. The details of this Processing are available on the ethics and compliance channel at www.repsol.com.

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

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

The Contractor's Representatives and the Contractor's Employees may exercise their Rights by writing to the Data Controller at its corporate address. In processing based on the legitimate interest of the Data Controller,

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and notwithstanding the foregoing, they also have the right to request information on the weighting performed by the Data Controller. Likewise, if they consider that their Personal Data have not been processed in accordance with the data protection regulations, they may contact the Data Protection Officer at the address protecciondedatos@repsol.com and/or file a complaint with the Spanish Data Protection Agency (www.aepd.es).

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

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

### 22.3.3. Personal data processing as Data Processor

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

## 23. Intellectual Property

### 23.1. Ownership

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

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

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

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

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

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

### 23.2. Responsibility for use of third-party rights

The Contractor guarantees ownership of the Industrial or Intellectual Property Rights both of Prior Rights and of the Results, guaranteeing Repsol's indemnity in relation to any third-party claims resulting from the

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execution of services or works. The Contractor shall bear all the costs and expenses arising from any eventual claim.

**23.3.** Use of the trademark

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

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

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

## 24. Audits

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

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

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

## 25. Communications

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

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

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

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

## 26. Modifications

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

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## 27. Settlement of disputes and litigation

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

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

## 28. Appendices

Appendix I: Bank guarantee for advance payments template

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

Appendix III: Parent/subsidiary guarantee template

Appendix IV: Processing of personal data by Contractor (data processor)

Appendix V: Statement by a Public Official

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# Appendix I: Bank guarantee for advance payments template

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

Which in regard to the order/contract entitled ……. (hereinafter, "the purchase order/contract"), signed between the Company..... (hereinafter, the ***Beneficiary***), EIN ……., with registered office in Madrid at …… and the Company…….. , (hereinafter, the ***Contractor***) with registered office in XXXX, calle XXXXXX, and with EIN XXXXXXX.

**GUARANTEES**

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

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

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

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

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

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

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This guarantee shall recover full effectiveness and validity if, once payment has been made under its provisions, said payment were subject to nullity or rescission on any grounds, including the cancellation of instruments used as payment or the provisions adopted as part of insolvency proceedings.
The signatories state that they are authorized to represent the Bank in this act and that the powers of attorney under which they act are valid and have not been revoked and that the granting of this Guarantee constitutes a valid and effective act.

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

This guarantee is governed by Spanish law. In relation to any disputes that may arise, the parties expressly subject themselves, expressly waiving any other jurisdiction to which they may be entitled, to the Tribunals and Courts of the City of Madrid.

Place, date and signature.
Registration number in the Special Register of Guarantees

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

THE BANK ……, Entity with registered office at .....,..... street and with EIN.....hereinafter the Bank and, on its behalf, Mr./Ms. ……, by virtue of the powers conferred by the power of attorney granted by the Notary of ....., on ....., under number ..... of his protocol and registered in the Commercial Register of ....., under entry no. ....., on sheet ..... corresponding to this Entity

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

**GUARANTEES**

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

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

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

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

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

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

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

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

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

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

Place, date and signature.
Registration number in the Special Register of Guarantees

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# Appendix III: Parent/subsidiary guarantee template

PARENT/SUBSIDIARY GUARANTEE TEMPLATE

The Guarantor (Company name of guarantor and Tax ID Code (EIN) of the Parent Company guarantor), with registered office at _____ and, on its behalf, Mr./Ms._____ with Spanish National Identity Card (DNI) no._____, holding sufficient powers of attorney to undertake in this act, by virtue of Deed no. _____ dated _____ authorized by the Notary _____ registered in the Commercial Register of _____, in volume _____ sheet _____, entry _____

GUARANTEES

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

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

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

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

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

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

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

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

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

This guarantee is governed by Spanish law. In relation to any disputes that may arise, the parties expressly subject themselves, expressly waiving any other jurisdiction to which they may be entitled, to the Tribunals and Courts of the City of Madrid.

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

Explanatory notes:
(*) This paragraph would be included when there is a previous Contract or a clear Purchase Order from which the commercial relations arise which the guarantor intends to guarantee, which insists on the independent nature of the guarantee with regard to the contract or order in question and that the vicissitudes of these shall not affect the guarantee.
(**) This template is for indefinite guarantees. In the event that the length of the term of the guarantee has to be limited, we offer possible alternative texts:
(i) “This guarantee expires on _____ (include exact date), however after that date the Beneficiary could claim obligations arising before the expiry date pending payment by the Guaranteed entity, up to a maximum term of six (6) months subsequent to the expiry date.”
(ii) "The validity of this guarantee will extend until (include exact date here)" at which moment it will lose its effectiveness and will be rendered null and void of content, in all cases, both whether the original is returned by the Beneficiary or not”.

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

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# Appendix IV: Processing of personal data by the Contractor (Data Processor)

See Appendix in attached file

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# Appendix V: Declaration by a public official or former public official

## DECLARATION OF COMPATIBILITY WITH A PRIVATE ACTIVITY BY A PUBLIC OFFICIAL OR FORMER PUBLIC OFFICIAL[1]

**Mr./Ms**_____, with Spanish National Identity Card/Passport no. _____, nationality _____ and address for notification purposes at _____, in accordance with the current legislation that applies to *"incompatibilities for personnel in the service of Government Services*", **DECLARES,** expressly, that they are not affected by any reason for incompatibility with the activity that they are going to perform for Repsol.

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

In _____, on _____ ___, 20__

Signed: _____

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

**1 Concept of a Public Official**: Public officials are all those who work for a government organization or institution, and people who hold public office. For example, these include:

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

**Concept of Former Official** For the purposes of this declaration, a "former official" is considered to be someone who has held a position as a public official in the last two (2) years.

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## Approval

### Validity

This document will become effective on the tenth (10th) business day after the date of its approval.

### Revoked regulations

- “Repsol Group’s general terms and conditions for the contracting of services or works in Spain” (code 02-00012DC), rev. 8.0.

**Revision 8.0 approved by:**

Approval:

D. Ricard Sebastian

01/24/2024

**D. Procurement for Corporate Areas & Procurement Coordination**

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