



# EDPR

Technical Specification

## General Contract Conditions

January 2024

**Table of contents**

- 1. - Object**
- 2. - Scope**
- 3. - Methodological Development**

Creation	Revision	Approval
Created by	Purchase Directorate Legal Consultants	Quality and Procedures Department
Date:	Date:	Date:

*Remember that the PRINTED VERSION of this document may become obsolete. To consult updated versions, visit the website.*

Ed.	Date	Revised Sections
V.1	January 2024	General Contract Conditions

## **1. Object**

The object of this technical specification is to establish the general requirements (hereinafter referred to as General Conditions) that must be fulfilled by the contracting companies (hereinafter referred to as the Contractor) for the execution of work or provision of services contracted by any EDP Renováveis entity (hereinafter referred to as the Client). This technical specification does not include contracts made for temporary employees (*Leiharbeiter*) within the meaning of the German Temporary Employment Act (*Arbeitnehmerüberlassungsgesetz*), which will be subject to a specific [technical specification]

## **2. Scope**

The final recipients of this technical specification are authorized Contractors providing works and/or services to the Client.

For a Contractor to be authorized (a strict requirement for hiring), the Contractor must register itself in the Client's supplier database or receive approval by means of an internal assessment procedure.

These General Conditions must be annexed to the request for proposal issued by the Client for the procurement of works and/or services, and they shall be applicable to any subject that is not expressly covered in the Contract or in the complementary documents.

Consequently, any exception to these General Conditions that may be requested by the Contractor (or that could be considered implicit in the course of negotiations or by use, under customs and practices) are excluded.

Any exception to these General Conditions shall only be applicable and valid only if the Client's has expressly agreed in writing. For avoidance of any doubt, "in writing" requires Client's personal signature whether handwritten signature or electronic signature.

## **3. Methodological Development**

### 3.1. Bids

### 3.2. Award

### 3.3. Compliance with Norms and Provisions

### 3.4. Knowledge of the site and complementary documents

### 3.5. Subcontracting

### 3.6. Industrial Property

### 3.7. Brand and image

### 3.8. Quality control, inspections and tests

### 3.9. Technical management and supervision of the works

### 3.10. Orders for changes

### 3.11. Suspension of the works

### 3.12. Guarantees, securities and penalties.

#### 3.12.1. Guarantees

#### 3.12.2. Bank guarantee

#### 3.12.3. Penalties

### 3.13. Economic conditions

#### 3.13.1. Price and payment terms

#### 3.13.2. Structure of the invoices

### 3.14. Transfer of Ownership and Risk

### 3.15. Delivery conditions

### 3.16. Organization of human and material resources

- 3.17. Employment and social security obligations & Occupational risk prevention
  - 3.17. Employment and social obligations
  - 3.17.2. Occupational risk prevention
- 3.18. Tax obligations
- 3.19. Environmental protection
- 3.20. Personal data protection
- 3.21. Insurance
- 3.22. Liability
  - 3.22.1. Pre-contractual liability
  - 3.22.2. Contractual liability
- 3.23. Certificate of Satisfaction
- 3.24. Confidentiality
- 3.25. Credit compensation
- 3.26. Assignment of the contract
- 3.27. Force Majeure
- 3.28. Termination of the contract
  - 3.28.1. By the Client
  - 3.28.2. By the Contractor
- 3.29. Compliance
- 3.30. Sanctions
- 3.31. Language
- 3.32. Applicable laws and settlement of disputes
- 3.33. Annexes

### 3.1. Bids

The Contractor's offers must be valid for a minimum of ninety (90) calendar days from the submission deadline.

If, after receiving the bid request, the Contractor decides not to present a proposal, it shall notify the Client within a maximum period of three (3) calendar days. The Contractor will then proceed to return all documents attached to the application/bid request within an additional period of three (3) calendar days, at the latest.

By presenting a proposal to the Client, the Contractor accepts these General Conditions, which shall become an integral part of the Contract (as defined below under clause 3.2) if it is awarded to the Contractor.

### 3.2. Award

The award will be formalized by means of a contract (hereinafter referred to as the Contract) which can take the form of a request, an approval of a quotation, a specific contract or a framework contract, consisting of all documents that are expressly defined as essential.

The Client reserves the right to deny final approval of the work if fifteen (15) calendar days have elapsed after receipt of the specific contract or framework contract by the Contractor, or the acceptance of the quotation, and the Contractor has not signed, stamped and returned three (3) copies of the respective document to the Client — with these formalities duly completed and accompanied by the required documentation.

### 3.3. Compliance with Norms and Provisions

The Contractor is responsible for managing, processing and obtaining, firmly and definitely, all licenses, permits and authorizations needed to fulfill the subject of the Contract, including, without limitation, all municipal licenses necessary for the execution of works, transport permits, approval of facilities and systems, machinery approval, equipment tests, etc., unless it is expressly stipulated in the Contract that specific permits are to be obtained by the Client. If only the Client can act as applicant vis-à-vis the competent authorities, the Contractor shall cooperate with the Client and prepare the requisite documents for the issuance of the application in a timely manner

Unless the Client has obtained a specific permit in accordance with the Contract, The Contractor is responsible for paying fees, taxes and expenses accrued from licenses, permits and/or authorizations, even when the Contractor is obliged by law to acquire them on behalf of the Client.

The Contractor is obliged to maintain the validity of such licenses, permits and authorizations throughout the duration of the Contract, unless the Client has obtained such licenses, permits and authorizations.

The Contractor must strictly comply with all laws, orders and rules at the local, municipal, provincial, regional or state level, which may apply to the operations of the Contractor throughout the execution of the works or provision of the services included in the scope of the Contract. Furthermore, the Contractor assumes the responsibility to indemnify and exempt the Client and its employees and representatives from any liability arising from non-compliance due to actions or omissions, even if this may be required from the Client or its employees.

### 3.4. Knowledge of the site and complementary documents

When works or the provision of services are to be carried out in an identified and determined physical area, the Contractor must previously examine the site in order to become familiarized with its present conditions.

The Contractor accepts the conditions of said areas. Under no circumstance will cost increases due to errors in the estimate owing to the site's conditions be accepted after the Contract has been awarded.

Furthermore, the Contractor declares to have full knowledge of the contents of all documents, plans, specifications and provisions included in the Contract, relating to the performance and/or execution of the contracted work or provision of the contracted service.

### 3.5. Subcontracting

The Contractor may only subcontract work related to the object of the Contract to companies included in the list of subcontractors (up to a maximum of three levels of subcontractors). Work to be subcontracted requires approval from the Client, annexing it to the Contract.

In other cases, the Contractor will not be permitted to subcontract, either totally or partially, the execution of the works related to the object of the Contract without prior written consent from the Client. The Contractor must provide the Client with the subcontractor's details and characteristics. The Contractor will also explain the technical scope of the work to be carried out and provide information about the subcontractor's offer.

The authorization granted by the Client to the Contractor to subcontract any work related to the Contract or order does not imply the creation of any bond or contractual relationship between the Client and the subcontractor. The Contractor is responsible for all activities carried out by the *subcontractors*.

The Contractor is obliged to notify its subcontractors about the conditions established within the Contract, and to send the Client a copy of the Contract signed by both parties upon request.

The Contractor is liable for all of the subcontractors' actions, including any obligations that must be observed in the execution of their work, regardless of their nature.

For all intents and purposes, the subcontractors' staff will be considered an extension of the Contractor, and for this reason, the Contractor will have to justify to the Client the fulfillment of employment, social or other obligations by the Contractor and its subcontractors, according to the terms outlined in the General Conditions.

The Client is not liable to any subcontractor, or its staff, for any complaint arising from the Contract. The subcontractor is entitled to make payment claims only vis-à-vis the Contractor. Therefore, the Contractor must provide an express waiver in writing from the subcontractor regarding any potential payment claims against the Client in respect of the provision of works and/ or services.

### 3.6. Industrial property

The Contractor assures the Client that it has the required patents, licenses and, generally, all other intellectual and industrial property rights required to complete the object of the Contract. Otherwise, the Contractor is responsible for obtaining the releases, permits and authorizations required from the holders of the patents, models and corresponding factory brands, bearing the costs of the rights and compensations for such elements.

Complaints made by intellectual and industrial property rights holders as a result of the execution of the Contract will be assumed by the Contractor. The Contractor is liable for the consequences of said complaints, thus fully safeguarding the Client.

All designs, plans and specifications given to the Contractor by the Client for the purpose of completing works (including inventions, patents, utility models and other intellectual property rights generated by or generated from any documents given to the Contractor by the Client for the purpose of completing works) are understood as property of the Client.

### 3.7. Brand and image

The Client is the sole holder of the EDP Renováveis brand in all of its forms, as well as trade names, logos, identifying signs and/or graphic images.

For the purpose of fulfilling the object of the Contract, the Contractor may use the EDP Renováveis brand in relation to the material for which it is expressly authorized and in accordance with the conditions set out in the Contract, these General Conditions, and any guidelines provided by the Client. The expenses incurred from the use of the brand and image of EDP Renováveis shall be covered by the Contractor, with the exception that will be indicated later.

The use of the corporate symbols and images of the EDP Renováveis brand by the Contractor for the provision of the services and/or the execution of the contracted works, in no way implies that the Client assumes a position of an employer accepting liability in relation to the Contractor's staff, as this responsibility is assumed exclusively by the Contractor.

The Contractor shall instruct employees assigned to provide the contracted services regarding the conditions for the use of the corporate brand and identification symbols of the Client.

The Contractor is directly responsible for transmitting a positive image of EDP Renováveis, used for the fulfillment of the object of the Contract. The Contractor is obliged to maintain all material displaying the said brand in good condition, and if necessary, they must provide the required maintenance.

The Contractor shall compensate EDP Renováveis for any damage or loss caused by non-compliance with the brand and image guidelines indicated in these General Conditions, in the Contract or as provided by the Client.

The Client reserves the right, without prejudice to the agreement laid out in the Contract, to revoke and/or change the conditions of use regarding its brands, logos and/or any of the corporate symbols owned by the Client. Any modifications will be expressed in writing and sent to the Contractor, which will assume costs incurred resulting from the decision, as long as these are duly justified.

Unless otherwise agreed, the authorization for use of the EDP Renováveis brand will be valid for the duration of the Contract, after which the Contractor will immediately stop using it and proceed to remove and destroy, or, if requested, return any related materials to the Client.

In addition to the above information, if the contracted services are to be supplied by phone, the Contractor shall adapt to the claims and communication proceedings, as well as the phone assistance provided by the Client.

### 3.8. Quality control, inspections and tests

The Contractor is obliged to comply with all quality assurance conditions that the Client has implemented for works and services.

The Client and its representatives are permitted to inspect the execution of works or services at any time, including the work center or workshops where the materials or equipment used in the contracted works or services are manufactured, assembled or stored, in order to inspect manufacturing, assembly or storage procedures.

In addition to the tests or trials agreed to in the Contract, the Contractor shall carry out as many tests as necessary in accordance with current legislation or best practice.

All costs deriving from the inspections and tests to be carried out and, where applicable, from necessary repairs, shall be covered by the Contractor, including the travel expenses of the Client's personnel when tests or inspections need to be repeated for reasons not attributable to the Client.

The Client's approval of the tests or trials carried out or the services provided by the Contractor does not imply exemption from any liability by the Contractor.

### 3.9. Technical management and supervision of the works

The Contractor is the sole party in control of managing the works or services carried out, without affecting the control, supervision or surveillance powers reserved by the Client.

The Contractor will inform the Client of the status of the work on a fortnightly basis, and in particular, of how many incidents occur in relation to it. The Contractor is obliged to immediately notify and record any total or partial suspension of the contracted works.

The Client may require, at any given moment, the documents and details considered necessary to obtain comprehensive information about the execution of the contracted works or the provision of the contracted services. The Contractor shall provide these documents in both paper and digital format, and according to the layout indicated by the Client in each case.

The Contractor will provide the daily work reports, signed by the designated manager, including all the information and using the mediums and formats indicated by the Client (Work Order/execution date, professional category, etc.). The Contractor is responsible for providing accurate and truthful information.

### 3.10. Orders for changes

The Client may propose any changes in terms of the scope, quality or quantity of the works or services it deems necessary.

In turn, the Contractor may propose any variation in the scope of the works necessary for their successful completion. These variations must be approved in writing by the Client. Otherwise, the Contractor may not carry out said changes.

The changes referred to in the preceding paragraphs shall be evaluated by mutual agreement, establishing in writing their scope and content, economic assessment and a study of their execution period, in a change order document, which must be approved by both parties. Nevertheless, the Client reserves the right to order the execution of these changes according to the administration prices detailed in the Contract and, in its absence, in the Contractor's Sections 650b to 650d of the German Civil Code (*Bürgerliches Gesetzbuch*) shall not apply.

Under no circumstance shall the execution of said changes alter the milestones calendar, with which the Contractor will strictly comply unless otherwise established in the change order. With regard to changes unilaterally ordered by the Client, in the event that the ordered amended or additional works and/ or services are expected to lead to any delays, the Contractor shall inform the Client thereof without undue delay after receipt of the Client's order. The Client will then confirm whether the Contractor shall proceed with the order.

### 3.11. Suspension of works and/or provision of services

The Client may order the suspension of work, either totally or partially, by means of an express suspension order that the Contractor is obliged to comply with in the following cases:

1. If the Contractor is carrying out the works in a defective or inadequate way, or if the works are not being executed in accordance with the agreed terms in the Contract and its annexes.
2. If the means and methods used by the Contractor are not adequate to guarantee the correct provision of services and/or execution of works, in accordance with the necessary security parameters in place to prevent damage to people and property.
3. If the means and methods employed by the Contractor are not adequate for ensuring that works, which make up the object of this Contract, are executed in accordance with the quality requirements defined by the Contractor.
4. If the Contractor does not comply with the instructions given by the competent authorities regarding the work undertaken.
5. If Contractor is carrying out the works in a way that may compromise the health and safety of the personnel involved or influenced by the activity.

In the event of the occurrence of any of the aforementioned circumstances, and following previous and express request by the Client, the works will be immediately suspended until the circumstances that led to the suspension are rectified. In any case, all costs incurred by the above circumstances shall be assumed by the Contractor.

Additionally, deadlines or milestones established in the Contract and its annexes will not be extended as a result of the suspension; therefore the Contractor will be obliged to comply with them.



### 3.12. Liability for defects, securities and penalties

#### 3.12.1. Liability for defects

The Contractor is liable for the work and/or services and shall ensure that the work and/or services are performed correctly and in accordance with the provisions, specifications and plans included in the Contract or which may be included at a later stage. In addition, the Contractor is liable and shall ensure] that the work and/or services are performed within the established time frame, and will be duly performed in all of their aspects and without defect.

The Contractor is liable and shall also ensure to the Client that the materials, equipment and components it provides comply with the agreed specifications and the applicable rules and regulations, are adequate for their use or purpose, are of the required quality, and have not been used previously.

The limitation period (*Verjährungsfrist*) for the liability for defect of the contracted work or services will be as stipulated in the Contract. If not included there and to the extent permissible by law, it will have either a duration of eighteen (18) months (beginning from the date of the provisional acceptance certificate issued by the Client) or twelve (12) months (beginning from the normal use or operation of the site/facilities by the Client), whichever occurs first.

During the limitation period, the Contractor must carry out the repair or replacement of the facilities, equipment or elements that bear any defect, fault or irregularity in their design, materials, workmanship, manufacture, function or performance. The decision to carry out a repair or, where appropriate, a replacement, must always be in accordance with the wishes of the Client.

The aforementioned repairs or replacements must be carried out as quickly as possible within a reasonable grace period granted by the Client to the Contractor and without impacting the remainder of the work, services or normal activities of the Client. Where this is not possible, the repairs or replacements must be carried out keeping to a minimum any delay, interference with other works, or the unavailability of the facility. The Contractor must bear all the related costs incurred, such as regarding dismantling, transport and installation of equipment, elements or any other item.

If the Contractor fails to diligently comply with the obligations set out in this clause 3.12.1 within a reasonable period of time, the Client is entitled to, at its sole discretion, rectify said defects either by itself or by engaging a third party. The costs arising from these rectifications must be borne by the Contractor or subtracted from the security provided, to the extent permissible by law; insofar, the Contractor must also compensate the Client for any damages caused. The work or materials that must be repeated, substituted or repaired according to the terms above shall, in turn, be subject to a period of limitations of equal duration as the aforementioned periods, beginning from the date of execution, substitution or repair, unless the Contractor has explicitly declared that it remedies the defect only as a gesture of goodwill, without acknowledgement of a legal obligation.

#### 3.12.2. Bank guarantee

The Parties could agree that the Contractor must provide the Client with a bank guarantee payable on first demand for ten percent (10%) of the total price of the Contract in accordance with the template set out in Annex 1 and as a guarantee of full compliance with the obligations and liabilities arising from the Contract and the underlying documentation, including for the avoidance of doubt these General Conditions.

In such event, the guarantee shall be issued by a German bank or savings bank, or a German branch of an entity that is not resident in German, which does not belong to the endorsed group and has a minimum credit rating of BBB+ or its equivalent. The bank guarantee shall be valid until

the expiration of the [guarantee/warranty/liability for defects] period for the contracted work and services.

If, after a revision of the Contract, the parties agree to an increase in price, the Contractor must provide the Client with a new, complementary bank guarantee with the aim of guaranteeing ten percent (10%) of the Contract's final total price. The Contractor must provide the Client with this guarantee within twenty (20) calendar days following the date that said price increase was agreed upon.

In the event that, during the Contract period or /the applicable limitation period, the Client has completely or partially utilized the guarantee, the Contractor will restore the total value of the guarantee that has been utilized according to the aforementioned terms and within a maximum period of fifteen (15) calendar days following a respective request by the Client.

### 3.12.3. Penalties

Culpable failure on behalf of the Contractor to meet the deadlines for execution or delivery (whether total or partial) as established in the Contract will give rise to a penalty that, unless an agreement to the contrary is made, constitutes a daily penalty amounts to 0.2% per calendar day, or 0.3% per business day of the total cost of the Contract in delay, up to a maximum of five percent (5%) of the Contract's total net price and independent of whether one or many items are delayed. With regard to interim deadlines, the overall penalty shall amount up to a maximum of five percent (5%) of the net value of the works the Contractor should have executed up to respective interim deadline.

In the event that there are defects, irregularities or failures in the facilities, materials or equipment, irrespective of whether they are related to their manufacture or availability (and irrespective of their cause) for which the Contractor is responsible, the Client may apply a penalty of an amount equal to that stated above for each full week that lapses without repairs or substitutions commencing up to a maximum of five percent (5%) of the Contract's total net price. This period shall begin from the date that the Client informs the Contractor of the existence of a fault or defect/ after the expiry of a grace period set by the Client.

In the event that it has not been possible to rectify the defects or irregularities, and the contracted equipment or items perform or are available at an inferior level than that guaranteed the Contractor must pay the Client the penalty as agreed in the Contract without prejudice to the Client's other rights under this Contract. In the event that the Contract does not provide for this, the Contractor must pay the cost of the difference between the value of the agreed equipment or item and the actual inferior value, without prejudice to the Client's other rights.

## 3.13. Financial terms

### 3.13.1. Price and payment terms

The price of the Contract includes all items contained therein and all that the Contractor must provide or perform for the fulfillment of said Contract, with no exceptions other than those that have been expressly excluded.

The costs specified in the Contract are final, fixed and cannot be revised during the Contract's duration, except where expressly provided for in the Contract in the event of the modification of the object or the Contract period.

Unless otherwise stated in the Contract, the invoice shall be due within thirty (30) calendar days of the entry of a valid invoice at the Procurement Department's Register.

Notwithstanding the aforementioned, the Client reserves the right to return the invoice to the Contractor in the event that any data has been omitted in relation to paragraph 3.13.2 of these

General Conditions that is legally required or that is necessary for tax purposes, or where the work or services provided are not compliant with the agreed requirements. This returned invoice shall be treated as undelivered.

Unless the Client, in the case of specific contracts or certain companies within the group consisting of EDP Renováveis, S.A. and its subsidiaries (the "Group"), demands that payment be made via a paying agency that is selected by the Client using a confirming bank (in which case payment will be made on the fifth or twentieth of the month corresponding to the due date of the confirmation letter), payment will be made via bank transfer sixty (60) days after the receipt and register of a valid invoice and will be made on the two (2) specified dates for the same, e.g. the first and third Monday of the month.

In any case, all payments made before the provisional receipt or acceptance of the work shall be considered as advances on account and shall not be regarded as acceptance or approval of the quality of the described work at any moment.

#### 3.13.2. Structure of the invoices

Invoices will be issued within the established time frames or in accordance with the milestones that the parties expressly agree to in the Contract and will be sent in duplicate to the management of the Business Unit which requested the contracted service and/or work.

As with the construction certificates, invoices must include the document number (Contract, Request, Quotation Approval or Execution Order) and the structure must be consistent with the relative costs of the contracted service and/or work.

In order for the pro forma or commercial invoices to be accepted, the Contractor must duly complete and deliver to the Client the daily work report, certification or any other document specified by the Client.

#### 3.14. Transfer of ownership and risk

Unless otherwise provided for in the general conditions of the Contract, the ownership of the works, facilities, equipment and/or materials that are supplied by the Contractor shall be transferred to the Client free of any charge or encumbrance. This shall take place at the time of their payment or once delivered to the Client's facilities or place of execution of the contracted work or service, whichever occurs first, and without prejudice to the Client's right to refuse to accept these works, facilities, equipment and/or materials due to their inferior quality to that stipulated or should they not meet the agreed upon specifications.

Regardless of when the transfer of ownership of the works, facilities, equipment or materials occurs, the transfer to the Client of all the risks associated with the same shall, with no exception, take effect following the acceptance.

#### 3.15. Delivery conditions

The delivery of materials must take place at the time and place agreed upon in the Contract/request under DDP terms in accordance with Incoterms 2020.

#### 3.16. Organization of human resources and materials

The Contractor shall have a real business structure with its own materials and human resources that are adequate for the activities requested by the Client, and these shall be organized and employed by the Contractor for the correct completion of the contracted activity and for which it shall be solely liable.

The Contractor undertakes to establish an autonomous work organization so that no employment relationship, under any current legislation, is established with the Client.

The Contractor must carry out all contracted work and/or services using personnel that is part of its workforce, possess the required training, experience and qualifications for the contracted services, and are hired in accordance with current legislation, and shall provide the Client with profiles of said personnel as and when requested.

The Contractor must inform the Client of changes with regard to the personnel assigned to carry out the services and/or work related to the object of the Contract, as well as any other change in circumstances that may affect the normal execution of the same.

The Contractor shall be solely responsible for the organization of work, design of tasks and control of employees, as well as any other general activity relating to the management of the contracted services, and must designate one individual responsible for the organization and technical management of the staff that have been hired for carrying out the same, and for liaising with the Client.

The working conditions and disciplinary procedure for the Contractor's personnel are its sole responsibility, and it shall be solely and ultimately responsible for managing and directing its own employees and complying with its employment obligations in accordance with applicable legal regulations.

Nevertheless, if there are justified reasons (i.e. non-compliance with the Client's preventative policy) or in case of a reasonable and justified previous request by the Client, the Contractor agrees to replace, at no additional cost, those employees that are observed repeatedly engaging in behavior that is not compatible with the objectives of the work to be performed.

The Contractor must provide its personnel with workwear that bears its brand or distinctive sign, except in those cases expressly excluded for reasons related to corporate image.

When the activities related to the object of the Contract must take place at the Client's or a third party's worksite, the Contractor's employees must leave the facilities and the items used therein clean and in order once the corresponding work or activity is completed, or on a daily basis in the case of work that takes place over various days.

The Contractor must collaborate with other companies, personnel and entities that the Client may assign for the performance of other tasks in the same workplace, and duly work alongside them in a respectful manner. This collaboration shall not, in any case, lead to a change in price or revision of the deadlines specified in the Contract.

The Contractor shall inform the Client of new hires and departures of personnel for the provision of the services and/or work, as well as any changes that may affect the normal execution of the Contract, supplying documentation that justifies said changes. The Contractor's or subcontractor's personnel must abide by the Client's identification rules.

In the case that the work must be carried at the Client's facilities and, due to their duration or nature, the number of employees needed to carry out the same, or governing legislation, it is necessary to install toilets, showers, changing rooms, or storage areas for combustible materials, small spare parts, tools and other materials, the Contractor shall install these facilities on the site made available by the Client and shall exclusively bear the cost for the same.

The Contractor must supply its employees with the tools, utensils, resources, safety equipment and any other general material needed for the execution of the contracted works, and will bear all the costs for their purchase, maintenance and replacement. In exceptional circumstances, the Client may provide the Contractor with the equipment needed in order to properly carry out the

contracted work, subject to the price and other conditions being included in the Contract for that purpose.

### 3.17. Employment and social security obligations & Occupational risk prevention

#### 3.17.1 Employment and social security obligations

The Contractor commits to comply with the ruling employment regulations for the entire duration of the Contract, namely, among other conditions, to ensure that the employees assigned for this service are integrated into its permanent workforce or are duly hired under the appropriate contract, to ensure they are qualified for carrying out the contracted works, to maintain payment of the corresponding salaries, and to meet the obligations related to social security, which they must demonstrate, at the request of the Client, by supplying the Client with a certificate that complies with these obligations (e.g., a social security registration certificate).

The staff members hired by the Contractor are solely dependent on the Contractor and in no circumstance will enter an employment relationship with the Client. Any employment obligations relating to said staff, such as, among others, the payment of wages, hires, social security contributions, and risk management for occupational hazards and illnesses are under the exclusive control and responsibility of the Contractor. The Client is at all times exempt from any employment-related obligation, whether direct or indirectly, toward the Contractor's staff.

The Contractor must hold the Client harmless from any consequences that derive from any action, claim or procedure initiated by a third party for non-compliance with any employment or social security obligation, bearing any cost that arises therefrom. In the event of non-compliance, the Client may retain from any amount accrued in favor of the Contractor a sum equivalent to the total liability that it reasonably deems could arise therefrom.

#### 3.17.2 Occupational risk prevention

The Contractor must adopt those measures needed for compliance with the rules in force governing the prevention of occupational risks contained in the applicable law, in particular in the German Act on Occupational Health and Safety (*Arbeitsschutzgesetz*) and any applicable special legislative acts (*Spezialgesetze*) (e.g., German Ordinance concerning Health and Safety on Building Sites (*Baustellenverordnung*), and/or those complementary provisions, such as those within EDPR Suppliers Sustainability Guide for O&M Works (Annex 3) and EDPR Suppliers Sustainability Guide for Construction Works (Annex 4) which must always be complied with. As a consequence of that stated above, the Contractor undertakes as its own responsibility to use and establish, among others, the means necessary to evaluate risks, plan preventative measures, train and inform workers of these risks, establish actions to take in case of emergency and implement a system to regularly monitor its employees' state of health.

The Contractor is responsible for ensuring the health and safety of its own employees, subcontractors, and other workers that are employed through temporary work agencies.

In accordance with the contractual terms or when requested to do so, the Contractor will attach to the Client's IT tool the requested documentation regarding the following circumstances:

- That, when carrying out activities in the Client's place of work, it must take into consideration the information the Client makes available to it regarding occupational risks and preventative and emergency measures that have been identified in the place of work, both when evaluating the risks of its activities and when planning preventative actions, in accordance with the German Act on Occupational Health and Safety (*Arbeitsschutzgesetz*), in particular sections its 3 to 7.

Likewise, risk assessment and preventative planning for the work or services deemed part of the Client's own activity must be demonstrated in writing before the commencement of the activity.

- That, prior to the commencement of the works, the Contractor has provided its employees with adequate training regarding the risks associated with the work they will perform and the preventative measures to take to mitigate these.
- That its workers are informed of the specific work they are to undertake, the scheme of the work and its risks, both general and specific, as well as the preventative measures to take, and the individual and collective protective equipment to use before commencing any work-related activities. They must also be informed of the measures to take in case of an emergency and the monitoring or control system of the work.
- That it must comply with the obligations regarding health and safety that relate to its workers.

When the Contractor shares the worksite with one or several companies it must comply with the duties of cooperation and coordination in accordance with section 8 of the German Act on Occupational Health and Safety (*Arbeitsschutzgesetz*) and , the German Ordinance concerning Health and Safety on Building Sites (*Baustellenverordnung*) as well as any other applicable law in such a way as to ensure the adequacy of risk assessment and the preventative measures taken.

Whenever an incident occurs in the execution of the contracted work, the Contractor must inform the Client under the terms set out in the Sustainability Quick Guide for O&M Services and the Sustainability Quick Guide for E&C Services (Annex 3 and 4, respectively), depending on which is most appropriate.

The Client will supervise the implementation of rules and requirements for the prevention of occupational risks. This does not relieve the Contractor of the responsibility to adopt these measures accordingly.

In addition, the Contractor will be subject to EDP Renováveis's Disciplinary & Sanctioning Regime (Annex 5) which aims to strengthen health and safety requirements in the workplace and environment already incorporated into the company's Sustainability Guides for suppliers.

Before commencing the work, the Contractor must supply the Client with the relevant Occupational Risk Prevention documentation as specified in a non-exhaustive manner in the Sustainability Quick Guide for O&M Services and the Sustainability Quick Guide for E&C Services, depending on the type of work or service, as a means of coordinating business activities. The Contractor must supply this information via the Client's IT tool. The Contractor must also appoint safety coordinators depending on the type of work to be carried out and according to the Client's criteria.

### 3.18. Tax obligations

- By signing the specific contract or framework contract, quotation request or quotation approval, the Contractor declares its awareness of current tax obligations and commits to comply with them under the terms provided by law throughout the Contract period and to accredit this fact at the request of the Client.

In the event that the Contractor does not comply with the obligations required under tax law, the Client may withhold any pending payments up to an amount that is equivalent to the total liability which may reasonably be deemed likely to arise.

- If the Contractor is tax resident in Spain, the mechanism by which it must certify that it is up to date and has complied with all its tax obligations will be by the delivery, at the time of signing the Contract or whenever required by the Client during the term of the Contract, of a specific certificate issued by the Spanish Tax Administration under the terms established by Article 43.1.f of the Spanish General Tax Law (*Ley General Tributaria*). If the Contractor is not a tax resident in Spain, it shall deliver to the Client at the time of issuance of the invoice a valid tax residence certificate for the purposes of the tax treaty between Germany and its country of residence, issued by the competent Tax Authorities.

If the Contractor does not provide such certificate, the Client may withhold payment of an amount equal to that required by the applicable tax legislation.

Furthermore, the Client may require the Contractor to provide valid proof to ensure in a reliable manner that it has complied and is up to date with all its tax obligations.

### 3.19. Environmental protection

The Contractor shall take all measures deemed necessary to ensure strict compliance with environmental legislation, relevant permits and authorizations, the EDPR 's Suppliers Sustainability Guide for O&M Services and EDPR 's Suppliers Sustainability Guide for E&C Services, which is attached within the documentation in Annex 3 and 4 and shall declare that it will comply with all requirements contained therein.

The Contractor must immediately inform the Client of any environmental incident that occurs during conduct of their work, under the terms set out in the Sustainability Quick Guide for O&M Services and the Sustainability Quick Guide for E&C Services (Annex 3 and 4, respectively), depending on which is most appropriate.

The Contractor is liable for any damage caused to the environment and/or to the Client and any penalty, complaint or claim arising from any breach of its environmental obligations.

The Contractor will be subject to EDP Renováveis's Disciplinary & Sanctioning Regime (Annex 5) which aims to strengthen environmental and health and safety requirements in the workplace already incorporated into the company's Sustainability Guides for suppliers.

### 3.20. Personal data protection

In accordance with EU's General Data Protection Regulation 2016/679 (hereinafter, "GDPR") and other applicable legislation, the Client as data controller, shall process all personal data provided by the Contractor or belonging to its shareholders, employees or collaborators (for purposes of this clause, the Contractor refers to the Contractor's company, its shareholders, employees and/or collaborators), or, otherwise, acquired by the Client as a result of the contractual relationship, including the pre-contract stage.

Before providing the Client with personal data belonging to any individual involved in the execution of the Contract, the Contractor undertakes to inform this individual of the content of this clause. Likewise, the Contractor shall verify that it can lawfully share with the Client (and the entities belonging to its group of companies) those personal data and shall fulfill all other applicable requirements for the correct sharing of personal data to the Client.

The personal data that the Client processes originates from the Contractor and may include certain information regarding identification and contact details; Personal data belonging to the Contractor's representatives; Data for the management of work accidents and leave, and proof of payment by the Contractor of employee social security contributions. The processing will be done for the adequate management and administration of the Contract; compliance with applicable legal obligations and duties; carrying out certain commercial transactions; and establishment, exercise

or defense of legal claims. The data subjects have the rights set forth in Articles 15 to 22 GDPR. Likewise, the data subject is entitled to file a complaint with the relevant supervisory data protection authority. Additional and detailed data protection information can be found in the “*Privacy Notice for Contractors*” attached as Annex 7.

If, for the provision of the service, it is necessary for the Contractor to undertake the processing of personal data under the Client’s responsibility, the relationship between the Client and the Contractor shall be regulated by a contract stipulating the rights and obligations of both parties regarding the processing of the data. For these purposes the Contractor is considered the “Processor”, which processes personal data on behalf of the “Controller” (the Client).

To this end, both parties must sign a Data Processing Agreement, which will comply with the relevant legal requirements. A template of the “*Data Processing Agreement*” to be signed by the Contractor as a data processor and Client as a data controller is attached to these General Conditions (Annex 6).

### 3.21. Insurance

The Contractor is obliged to take out the following insurance, making sure to maintain its validity throughout the Contract period:

- Civil Liability Insurance to cover potential liabilities that may be incurred by the Contractor and/or its subcontractors for damages to and losses of human or material resources, for itself or its employees, and for the Client or third parties, caused by or as a result of the execution of the contracted work. This must be formalized and kept valid for the duration of the Contract, with an insurance company of recognized solvency. The policy must cover:
  - General
  - Employers
  - Cross-civil liability
  - Post-work liability
  - Securities and legal expenses
  - Products (should the work consist of the delivery of a final product)
  - Material and personal damage, and any resulting damages
  - Damage to preexisting goods
  - Accidental pollution

The Civil Liability Insurance may in no case cover less than is specified in the document TS/101 Assignment of Civil Responsibility Limits and Policies. All Risks, Construction and Assembly or in the Accompanying Letter attached to the Bid Request in cases where the complexity of the work requires specific treatment.

- Insurance for all Construction and Assembly Risks (in the case of contracts for construction work) which covers material damage and/or losses incurred during construction or assembly, including equipment and/or machinery used therein. The general indemnity limit must be at least equal to the value of the Contract. Such insurance must remain in force from the date of commencement of work until provisional acceptance by the Client and shall include the following coverage: all construction and assembly risks; clean-up expenses; machinery and equipment; natural hazards; strikes, riot and civil unrest; terrorism; extensive maintenance; preexisting elements (if any), and contiguous elements (if any). This insurance must enable the Client to undertake Advance Loss of Profit Insurance (ALOP) if appropriate.



- Insurance for all Construction and Assembly Risks may in no case cover less than is specified in the document TS/101 Assignment of Civil Responsibility Limits and Policies. All Risks, Construction and Assembly.
- Transport Insurance (whether by sea, air or land) to cover losses, delays and/or damage suffered by the equipment or materials used in the construction or installation related to the object of the Contract while in transit. The indemnity limit per trip will be at least the maximum value of the goods transported. The policy shall remain in force until the date the Client signs the document certifying the compliance of all equipment or materials that are part of the contracted work or installation. This insurance must enable the Client to undertake Advance Loss of Profit Insurance (ALOP) if appropriate.
- Compulsory Work Injury and Sickness Insurance for all employees, including temporary and permanent work disability and death, in each case under the conditions established by the applicable laws. The Contractor shall be responsible for its subcontractors maintaining, in turn, the same coverage in relation to its own staff.
- Compulsory Motor Insurance for Carrying Goods or People for the Contractor and/or its subcontractors, in the performance of its contractual obligations (whether or not they own them), supplemented with additional Optional Civil Liability cover.
- Professional Liability Insurance to cover potential financial losses arising from claims of professional negligence, errors or omission in the works where mistakes or professional misconduct may lead to financial losses or legal disputes. These works could arise for professionals including lawyers, architects, engineers, consultants, accounts and other professionals, in compliance with German Law, and whose services have financial and legal potential implications. This type of insurance should provide coverage for legal fees, court costs, settlements, judgements and other costs derived for claims from a party affected by decisions taken based on these professional services.
- Any other insurance or guarantee that the Client may also require in compliance with the provisions of the Contract, or that required by administrative authorities in compliance with ruling regulations.

Contracts concluded between the Contractor and its subcontractors must state that the latter assume the same obligations as the Contractor with regard to insurance, where this is applicable.

The Contractor must require and confirm that each of its subcontractors or service providers maintain in force the policies they take out, with adequate coverage of the obligations referred to in this document and in accordance with industry practices.

Any amounts paid by the insurance companies under the insurance policies will go toward repairing damage caused and/or replacing of damaged goods, except any amounts paid for by Civil Liability coverage, which will be paid to the beneficiary.

The Contractor undertakes to inform the Client, for the duration of the Contract, of any event that may affect the validity and conditions of the insurance policies. In case of a claim, the Contractor shall immediately notify the Client, whatever their nature, causes and extent, forwarding a written report specifying these circumstances.

In case of an incident, any difference arising between the damages and the indemnities paid (whether this difference is due to the application of exemptions, lack of coverage or policy limitations, the application of exclusions that are not common in the insurance industry for such risks, underinsurance, non-payment of premiums or other similar circumstances in the insurance contract), such difference shall be assumed by the Contractor, unless the incident is attributable to the Client.

The Contractor and subcontractors will confirm in writing, before the start of the work and when required by the Client, the undertaking, content and validity of the insurance required in the preceding paragraphs.

Should EDP Group be subject to financing or any other possible social or financial change, forcing a change in coverage or the inclusion or exclusion of beneficiaries, the Contractor must adapt to this new situation or new need for coverage with the insurance company.

The required documentation must be a certified copy from the original issuer, or a photocopy accompanied by the original, which will be returned to the Contractor once confirmed by the Client. These certificates establish that the insurance company shall provide the Client with any notice of any change or cancellation of coverage within thirty (30) days. The terms and conditions of the insurance contracts may not be changed or cancelled during the period of coverage without the prior consent of the Client and a period of thirty (30) days' notice of any modification to the aforementioned policies.

All aforementioned policies must be taken out with an insurance company of recognized solvency.

The existence of insurance policies does not remove or limit, in any case, the responsibilities borne by the Contractor in accordance with applicable legislation, these General Conditions and the Contract (whether a specific or framework contract), or any request or quotation approval agreed by both parties.

### 3.22. Liability

#### 3.22.1. Pre-contractual liability

The terms established in these General Conditions (including the actions, expenditure or activities carried out by the Contractor to prepare such provisions or to create or present a bid are not to be understood as contractual or pre-contractual between the Client and the Contractor, which could lead to any type of liability or obligation for the Client.

Consequently, the Contractor expressly accepts that the Client shall not assume any liabilities or obligations on the grounds of the request, presentation, analysis, completion, assessment or refusal of a certain bid.

If the offer is withdrawn or revoked by the Contractor during its validity period of ninety (90) days, or after having been accepted, the Contractor shall indemnify the Client for any damage or loss caused, to the extent permissible below.

#### 3.22.2. Contractual liability

To the extent permissible by law, the Contractor is liable for the actions caused by itself, its employees or third parties for which it is responsible—including its subcontractors—as well as for the damage caused to the Client, including its employees, property, goods and rights, during the execution of the Contract. The aforementioned damages include those caused both as a result of the acts and/ or omissions. To this effect, damage shall refer to any disturbance, incident, problem and, in general, any losses that (as a result of the execution of the Contract) may occur relating to the work, performance and/or regular operation of the Client's installations.

Without prejudice to the liability for damage caused to third parties, the Contractor is liable for all material and property damage resulting from the execution of the Contract.

All damage to goods and property, both public and private, caused by the Contractor as a result of the work executed, shall be duly repaired by the Contractor, who shall also bear the related costs. Otherwise, the Client may remedy the damages by itself and charge the resulting costs to the Contractor.

Furthermore, the Contractor is responsible for all expenses incurred by the Client vis-à-vis third parties in the cases established in the Contract, including when the Contractor does not provide for them. If this were the case, the Client would be entitled to hire them.

Notwithstanding the foregoing, the Contractor is not liable for any indirect and/or consequential damage caused, except if such damage results from intent, serious fraud or negligence committed by the Contractor.

The Client is entitled to make use of the bank guarantees provided by the Contractor, or, to the extent permissible by applicable law, set-off the amounts owed by it to the Contractor against the amounts that the Contractor is obliged to pay as a result of the provisions mentioned in the preceding paragraphs.

### 3.23. Certificate of Satisfaction

The Contractor shall provide the Client with a complete Certificate of Satisfaction, including those from third parties (the completion certificates provided by the Contractor's sub-contractors), prior to the final payment.

If any complaints appeared after the final payment, the Contractor shall indemnify the Client against the expenses it incurred resulting from such complaints.

### 3.24. Confidentiality

Notwithstanding the attached Confidentiality Agreement (Annex 2), the Contractor shall also comply with the following clause.

Without the Client's prior written consent, the Contractor shall not disclose to any third parties the conditions under which the Client contracted or will contract the execution of the works or the provision of the services.

Unless otherwise stated in the Contract, all information exchanged between the parties (either prior to or after the date of the preparation or execution of the Contract) will be confidential, used solely for the purposes outlined in the Contract. Such information and/or documentation shall not be disclosed to third parties by any means — whether verbally, visually or in writing — unless previously and expressly authorized by the other party.

Each party shall ensure that confidential information is not brought to the attention of any unauthorized individuals, excluding those employees, subcontractors, agents, representatives or consultants who require such information in order to ensure proper fulfillment of the Contract or to comply with the tasks assigned to them. The parties commit to transfer the aforementioned obligation to all their employees. Additionally, the Contractor shall include these confidentiality undertakings in the contracts signed with subcontractors, i.e., the subcontractors are obliged to take on such confidentiality obligations under the terms set forth in this provision.

All documentation or information already made public or disclosed to the market (with such information or documentation not having any restriction or obligation of confidentiality linked to it) is not subject to the Confidentiality Agreement.

Should the Contractor be required by regulations or by the competent judicial, administrative or other authorities to disclose information, the Contractor shall notify the Client as soon as possible of the such obligation. The Client will adopt the most convenient measures to best defend its interests, including restrictions to information sharing to the extent permitted by current legislation.

If compliance with such obligation or order cannot be avoided, the Contractor shall commit to provide only the part of the confidential information required. Hence, the Contractor shall take all necessary measures to ensure that the confidential information provided is kept confidential by the recipient, directly informing the Client of the specific confidential information being disclosed.

After the termination of the Contract, each of the parties shall return any confidential information it may have to the other party. The parties shall also provide, if applicable, evidence of the elimination of said information, expressly committing to not keep any copy of it.

### 3.25. Set-off

In the event of non-compliance by the Contractor with any of the obligations assumed in the Contract, which creates for the Client any economic liability or consequence, the Client shall, to the extent permissible by applicable law, be entitled to withhold and/or to set-off (up to the limit of said liabilities and/or expected consequences) any net credits it may have that are due and payable in favor of the Contractor.

### 3.26. Assignment of contracts

The Parties may not assign this Contract, either totally or partially, without receiving the other Party's consent in writing for that purpose. Subject to such requirement being fulfilled, the provisions of the Contract shall, whenever deemed appropriate, be amended and shall be binding upon the legal successors in title and the assignees of the contracting parties.

Additionally, the Contractor shall not assign any of the economic, commercial or financial credits and rights arising from the Contract, nor shall it perform any kind of operation which requires the use of the aforementioned rights and credits.

### 3.27. Force majeure

Neither party shall be held responsible for delays in the work's execution due to circumstances caused by force majeure, i.e., caused by external, extraordinary, unforeseeable and unavoidable events, and as a result, the execution of the works is not possible.

The party affected by an event of force majeure shall inform the other party in writing as soon as possible. In any case, this correspondence should be made within a maximum period of three (3) calendar days from the moment the party becomes aware of the situation. This correspondence should mention the cause, its estimated duration and the consequences for the contracted work, as well as contain attached the documents that serve as evidence.

In the event of force majeure, compliance with all obligations affected shall be suspended for the duration of the force majeure event. The parties should not be held liable for the consequences of such event. After the cessation of the period of force majeure, the parties shall agree upon, to the extent possible, the measures needed to recover lost time. They must also adopt all measures within their power to ensure that the execution of all contractual obligations is re-established under favorable conditions and with the least amount of delay possible (after the cause of force majeure has ceased).

Notwithstanding the above, if the cause of force majeure was to be prolonged for a period greater than three (3) months, either party is entitled to terminate the Contract. The following cannot be invoked by the Contractor as causes of force majeure:

1. Meteorological conditions or events that could have been reasonably foreseen by the Contractor.
2. Insufficient workforce or lack of materials.
3. Any delay or failure to obtain the materials required.
4. Any non-compliance or delay resulting from a subcontractor.
5. Strikes or lockouts, unless they are general strikes across the sector.

### 3.28. Termination of the Contract

In addition to the causes established by the Contract, other sections of these General Conditions and/or by law, the following shall be considered grounds for termination of the Contract:

#### 3.28.1. By the Client:

- a) If the Contractor fails to comply with any of its obligations under the Contract, or carrying out any work that is non-compliant with the documents in the Contract, or if Contractor executes the work in such a way that the quantity and quality of said work does not reasonably correspond to the amount of time spent, the Client may use their discretion to assume that the work will not be completed in time.
- b) If there are frequent mistakes and/or defects in the execution of all contracted work/assignments.
- c) If the Contractor totally or partially assigns services to subcontractors, in violation of the guidelines detailed in the Contract.
- d) If work is interrupted for more than one (1) week, unless the interruption is due to legitimate reasons which entirely hinder the Contractor from continuing with the work.
- e) As a result of any non-compliance by the Contractor with the provisions established by labor laws, social insurance and its regulations, and/or legislation on occupational risk prevention.
- f) If the Client's brand, image, distinctive symbols and/or logos are used inappropriately and/or in violation of the guidelines detailed in the Contract or these General Conditions.
- g) If insurance policies are not taken out and/or are not renewed under the terms established in these General Conditions. Any other non-compliance by the Contractor which may significantly affect the adequate and successful execution of the Contract, or any other example of non-compliance established in the Contract, is grounds for termination.

- h) If the Contractor fails to update their registration in the EDPR Supplier Data Base with the competent trade office (*Gewerbeamt*),
- i) If any legal activity (e.g. dissolution, transformation, merger, acquisition or any other structural change including capital reduction) takes place, causing a significant change in the ownership of the shares of the Contractor, a direct or indirect change of control of the Contractor or the other entities that control the Contractor or those that it depends on.
- j) The Contractor ceases all activity
- k) Failure to comply with the obligations established under clause 3.30 (Sanctions).

If any of the aforementioned causes for termination occurs, the Client is entitled to either demand completion of the Contract or terminate it. If the Client chooses to terminate the Contract, it shall inform the Contractor in writing subject to a fifteen (15) days' notice period. Upon receipt of such notice, the Contractor must immediately cease all work and carry out only those actions needed to protect what has already been completed and to proceed with the delivery of the completed works to the Client.

Prior to the termination, the Client will determine a reasonable grace period for the Contractor to remedy the breach. Section 314 para. 2 of the German Civil Code shall remain unaffected.

The aforementioned information is without prejudice to the indemnity of damages and losses that the Client suffers as a result of the termination of the Contract. These shall be compensated with the pending payments to the Contractor that exist, or the deposit that the Contractor may have provided. In the case that these amounts do not cover the damages, the Contractor would be charged directly.

The Client is entitled to unilaterally render the Contract ineffective, being solely required to notify the Contractor in writing, thirty (30) calendar days in advance. In this situation, the Client would need to pay for the work carried out and any other expenses incurred up to the Contract's termination, as well as other costs that are reasonably incurred as a result of such termination.

The Client shall not pay any amount for expenses which may arise from loss of profits or compensation for damages, and it shall maintain the retentions and guarantees that correspond to the work carried out during the established period. The payment of this sum shall be considered a total compensation for any claim for damages and/or losses. Accordingly, the Contractor shall declare all amounts to be settled, closed and compensated upon receiving said amount, waiving the right to file a claim against the Client.

#### 3.28.2. By the Contractor

1. The suspension of work for more than five (5) weeks as a result of a cause attributable to the Client.
2. The unjustified lack of payment by the Client of two (2) invoices, under the terms established in the Contract and/or these General Conditions.

In this situation, the Contractor shall send a notification to the Client to report the alleged non-compliance as well as its intention to terminate the Contract if non-compliance is not resolved within a reasonable period of time. If non-compliance is not resolved, the Contractor shall be entitled to terminate the Contract, charging the Client for all work executed up to that date, as well as an amount equivalent to two percent (2%) of the work which is pending to be carried out. This

amount should correspond to the total amount of damages and losses that the Contractor would claim from the Client for this early termination of the Contract.

Furthermore, both parties are entitled to request resolution of the Contract in the case described in section 3.27 of these General Conditions, regarding force majeure events.

In the aforementioned cases, the Client is entitled to take possession of all work completed up to that date, as well as keep all or some of the collected, partly manufactured or delivered materials. The Client shall pay for them according to the price established in the Contract. If not previously established, the Client shall pay the price that both parties mutually agree upon. If reaching a mutual agreement is proved impossible, the price would need to be established by an expert's appraisal the parties mutually nominate.

### 3.29. Compliance

EDPR performs its activity under high ethical standards, standards of business integrity, consciousness and social responsibility, as well as with a strict respect of and compliance with the corresponding legislation, and with no tolerance, for Group companies, collaborators or partners, of any behavior that could question these principles of market positioning.

The Contractor declares that

- it knows and respects the commitments adopted by the EDPR Group about ethics, integrity, compliance and fight against corruption, as described in its reference documents, available at <https://www.edpr.com/en/edpr/our-company/ethics> and complies with national and international legislation in force applicable to the Contract; and
- there is no conflict of interest related to the purpose of the Contract.

The Contractor will immediately inform EDPR Group:

- if, during the process of drafting or executing of the Contract, has knowledge of any situation that could create a conflict of interest that might have an impact on the Parties, the purpose of the Contract, or the related activity;
- of any infringement or any circumstance that could potentially involve a serious breach of national or international legislation applicable to the Contract, as well as any other national or international legislation related to corruption or bribery.

During the execution of the Contract, the Contractor undertakes to actively cooperate with EDPR and allow EDPR to fulfil of its own legal obligations arising under its duty of care (*Sorgfaltspflicht*). With this purpose, the Contractor will implement, if not existing, a model of compliance with the appropriate controls in terms of integrity and prevention of corruption, and ensure prevention of actions regarding the direct or indirect promotion and/or acceptance of, directly or indirectly, undue advantages from third parties, as well as the request for, promotion and/or acceptance of, for its own benefit or other peoples' benefit, undue advantages with the scope of obtaining a favourable result, by establishing procedures and implementing the appropriate and necessary measures.

EDPR may require the Contractor to prove its compliance with the requirements set out in this clause at any time, requesting information or auditing the Contractor, directly or through a third party, at any time and at its own expense, provided that it gives prior notice of the audit to the Contractor. In the event of an audit, the Contractor undertakes to grant EDPR employees access to its premises and to provide EDPR with all information and/or documents that it may request for the successful completion of the audit.

Any breach of the provisions of this clause by the Contractor, as well as the commission of any infringement of commitments adopted by EDPR Group on ethics, integrity, compliance and fight against corruption, will be treated as a breach of contract, justifying the suspension and/or termination of the contract by EDPR on the terms and conditions set out in the Contract.

### 3.30 Sanctions

A “**Sanctioned Person**” means any natural or legal person who appears on one or more Sanctions Lists.

“**Sanctions Lists**” mean each or any of the below lists:

- a) list of any restrictive economic, financial or business measure, as well as any trades and arms embargoes enacted by the EU in accordance with Chapter 2 of Title V of the Treaty on European Union and Article 215 of the Treaty on the Functioning of the European Union, as available on the official website of the [EU Sanctions Map](#). This includes any amendment and supplement thereof that may exist on this or any official website,
- b) list of any restrictive economic, financial or business measure, as well as any trades and arms embargoes issued by the United Nations Security Council in accordance with Article 41 of the Charter of the United Nations, available on the official website of the United Nations <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>. This includes any amendment and supplement thereof that may exist on this or any official website,
- c) list of any restrictive economic, financial or business measure, as well as any trades and arms embargoes issued by the competent corporations/official institutions or the programs which administer, enact, implement and/or enforce sanctions in the United States—including the Office of Foreign Assets Control, a part of the US Department of the Treasury, as well as all sanctions available, among others, on the Treasury’s official website [Sanctions Programs and Country Information | U.S. Department of the Treasury](#). This includes any amendment and supplement thereof that may exist on this or any official website, and
- d) list of any economic, financial and trade restrictive measures and arms embargoes issued by the government of the United Kingdom and/or His Majesty’s Treasury, including but not limited to those as made available on the official UK website <https://www.gov.uk/government/publications/the-uk-sanctions-list> , as amended and supplemented from time to time or on any successor page.

#### Dealing with a Sanctioned Person

With regard to the performance of the Contract, the Contractor represents and warrants to the Client that:

- (i) neither the Contractor nor any of its employees, officers, directors, agents, partners, suppliers, co-contractors, subcontractors, shareholders, beneficial owners, affiliates, principals or any natural or legal person or entity directly or indirectly under its control or acting on its behalf (howsoever designated) are a Sanctioned Person;
- (ii) the Contractor will not (i) enter a business relationship with a Sanctioned Person nor (ii) shall it make funds available to or for the benefit of—whether directly or indirectly—a Sanctioned Person. Additionally, the Contractor must include in each contract established with third parties the obligations set out in this clause;



- (iii) the Contractor will immediately inform the Client in the event of any suspected or known inclusion in sanction lists of itself or its employees, officers directors, agents, partners, suppliers, co-contractors, subcontractors, shareholders, beneficial owners, affiliates, principals or any natural or legal person or entity directly or indirectly under its control or acting on its behalf (howsoever designated), as soon as it is aware or should have been reasonably aware of such suspected inclusion;
- (iv) in the event that the Contractor discovers that any person of Contractor's or subcontractor's personnel is a Sanctioned Person, in addition to the obligation to immediately notify the Client thereof, the Contractor shall take steps to terminate the contract with such respective person or entity. If the Contractor has not replaced such a Sanctioned Person within 5 (five) business days (i.e, days on which banks are generally open for business in Germany) (unless a longer period was agreed with the Client), then the Client shall be entitled to terminate the Contract.
- (v) In the event the Client receives evidence of the inclusion of the Contractor or its employees, officers, directors, agents, partners, suppliers, co-contractors, sub-contractors, shareholders, beneficial owners, affiliates, principals or any natural or legal person or entity directly or indirectly under its control or acting on its behalf (howsoever designated) on any of the Sanction Lists, the Client will have the right to immediately terminate the Contract automatically upon sending a notice to that effect (notwithstanding any provisions of this Contract, a notice served by e-mail shall also be deemed to have been served in a valid way, notwithstanding any provisions of this Contract). The Client shall not be held liable directly or indirectly to the Contractor as a result of such termination.

### 3.31. Language

English will be used for all contractual relations. Consequently, any document presented by the Contractor to the Client shall be written in, or translated into, English.

### 3.32. Applicable law and settlement of disputes

All issues that may arise between the parties regarding the interpretation and/or execution of the Contract shall be resolved in English and in accordance with German law.

For matters not covered in these General Conditions or in the specific conditions expressed in each Contract, German law (excluding the provisions under the United Nations Convention on Contracts for the International Sale of Goods (CISG)) shall apply. Place of jurisdiction is Berlin. The Client, if acting as plaintiff, may also resort to the courts of the defendant's place of residence.

### 3.33. Annexes

1. Bank Guarantee Sample
2. Confidentiality Agreement
3. Sustainability Quick Guide for O&M Services
4. Sustainability Quick Guide for E&C Services
5. Disciplinary & Sanctioning Regime
6. Data Access Agreement
7. Privacy Notice for Contractors