



GENERAL CONDITIONS FOR CONTRACTING IT PRODUCTS

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1. PURPOSE AND SCOPE OF APPLICATION

- 1.1. This document contains the general conditions of contract (hereinafter, “**GCC**”) that regulate the relationships between the companies of Redeia (hereinafter, “**Redeia**”, and, each specific Redeia company, “**Redeia’s Contract Company**”) and the counterparty (hereinafter, the “**Supplier**”), for the supply of IT Products as defined in Condition 2.
- 1.2. These GCC shall be applicable to all Contracts and Orders formalised by the Redeia companies.

Additionally, and depending on the country in which Redeia’s Contract Company resides, the corresponding Country Annex, which contains specific or complementary regulations for the different countries in which Redeia operates, shall also be applicable.
- 1.3. Participation in a contracting process through the submission of an Offer by the potential Supplier shall automatically imply knowledge and acceptance of these GCC in the event of being the awarded bidder.
- 1.4. These GCC are incorporated into the contractual relationship regarding the supply of contracted IT Products and shall regulate, together with the rest of the Contractual Documentation, the reciprocal rights and obligations of the parties.
- 1.5. If the supply of IT Products includes the supply of Associated Equipment and/or Materials, the contracting conditions for this additional supply shall be governed by Redeia’s “*General Conditions of Contract for Equipment and/or Materials*”.
- 1.6. If the supply of IT Products includes the provision of Associated Services, the contracting conditions for these additional services shall be governed by Redeia’s “*General Conditions of Contract for Services*”.
- 1.7. Eventually, in the event that Redeia’s Contract Company and the Supplier agree to any exception to these GCC, this must be formalised in writing and accepted by both parties, and shall only be applicable to the specific Contract or Order for which it has been agreed.
- 1.8. The GCC Document is available on Redeia’s website.
- 1.9. In the event of discrepancies between the original version, in Spanish, of these GCC and the translation of these into other languages, the Spanish version shall prevail.

2. DEFINITIONS

- 2.1. For the purpose of these GCC, the following definitions, among others, shall be used:

“**Advisers**” has the meaning attributed to it in Condition 14.3.

“Associated Equipment and/or Materials” refers to all those goods, stock, equipment, reports, data, presentations, documents, materials and any other asset, in any format, provided by the Supplier to Redeia’s Contract Company as part of or in connection with the supply of IT Products, distinct from the Associated Services, including (but not limited to) those goods detailed in the Technical Specifications or in any other part of the Contractual Documentation.

“Associated Services” is the set of activities, maintenance, tools, integrations, consultancies, training, configurations, migrations and other complementary services that are provided in the context of the Contract or Purchase Order that do not fall within the definition of IT Products.

“Claim” has the meaning attributed to it in Condition 14.5.

“Cloud Services” refers to the contracting of cloud- based Software under a SaaS mode, the provision of cloud infrastructure services under the IaaS mode, the provision of platform services for the development and maintenance and/or support of Software under the PaaS mode and, more generally, any cloud-based service deemed necessary to ensure the proper functioning of services based on Information Technologies.

“Confidential Information” has the meaning attributed to it in Condition 16.1.

“Contract” is the document that, validly signed, sets out the agreement of wills between the Supplier and Redeia’s Contract Company regarding the supply of IT Products.

“Contracting Conditions” (or **“Tender Specifications”**) is the document that, within the framework of a contracting process, details the specific conditions and requirements that the Supplier must meet in order to submit their Offer and, eventually, become the awarded bidder of the Contract or Purchase Order.

“Contractual Documentation” is the set of documents regulating the legal relationship between the Supplier and Redeia’s Contract Company and may be comprised of the following documents ordered by precedence in case of discrepancy among any of them, unless Redeia’s Contract Company expressly states otherwise:

- a) Redeia’s Supplier Code of Conduct.
- b) The formalised Contract or accepted Order, including, where applicable, the data processing agreement.
- c) The Special Conditions of Contract, if any.
- d) The Guarantee Policy in favour of Redeia.
- e) The Technical Specifications, if any.
- f) The Tender Specifications.
- g) The risk assessments referred to in clause 4.c. of the Annex on Cybersecurity Regime.

- h) These GCC and, where applicable, the corresponding Country Annex.
- i) The Supplier's Offer.

"Country Annex" is the document that includes the specific or complementary regulations of the country of residence of Redeia's Contract Company.

Depending on the place where the IT Products are contracted, the corresponding Country Annex, attached to these GCC and containing specific or complementary regulations for said country, shall apply. The GCC shall be interpreted as a single document made up of this document and the corresponding Country Annex.

"Cybersecurity Incident" has the meaning attributed to it in the Annex on Cybersecurity Regime.

"Data Processor" is the natural or legal person, public Administration, service or other body that processes personal data on behalf of Redeia's Contract Company.

"Ethics Manager" is the figure designated by Redeia to ensure knowledge, application and compliance with Redeia's Code of Ethics and Conduct. In this regard, Redeia makes the figure of the Ethics Manager available to the Supplier to, with the support of the Compliance Area, collect and process in a confidential manner complaints and breaches related to the principles of Redeia's Supplier Code of Conduct.

"Guarantee Policy in favour of Redeia" is the document issued by Redeia that forms part of the Contractual Documentation, which regulates the regime of economic guarantees linked to the Contract or Purchase Order and which must be constituted in favour of Redeia's Contract Company. The Guarantee Policy in favour of Redeia is available on Redeia's website.

"Interested Party" (Data Subject) has the meaning attributed to it in Condition 21.1.

"IT Products" refers to the acquisition of Software licences, Cloud Services and the provision of Maintenance/Support Services by the manufacturer to ensure the correct functioning and updating thereof.

"Offer" is the proposal made by a potential Supplier within the framework of a contracting process, which shall be binding for the Supplier during the period stipulated therein and shall not be binding for Redeia's Contract Company until the corresponding Contract is formalised or accepted Purchase Order is formalised, in accordance with these GCC. Redeia's Contract Company reserves the right to accept or reject the Offer without resulting in any right to compensation in favour of the potential Supplier. Redeia's Contract Company shall not bear any expense arising from or related to the submission of the Offer by the potential Supplier.

"OSS", "Open Source Code" or "Open Source Software" is software that is distributed under a licence that allows access to the source code and grants the

user rights to use, study, modify, and redistribute it, in whole or in part, subject to the conditions established in said licence.

“**Purchase Order**” is the document issued by Redeia’s Contract Company for the contracting of IT Products. The Purchase Order shall be binding between the parties provided that:

- (i) it has been issued by Redeia’s Contract Company in acceptance of an Offer; and
- (ii) it has been accepted by the Supplier, which shall be understood to have occurred after fifteen (15) business days from the notification of the award without the Supplier having expressly rejected it, following the procedure established for this purpose.

The period of validity of the Purchase Order shall extend until the completion of the supply of IT Products, including the guarantee period.

“**Personnel**” is the set of qualified persons employed, including managers, of the Supplier who shall participate or be involved in the supply of IT Products.

“**Qualification Process**” is the process published in the Suppliers area of Redeia’s website by virtue of which a potential Supplier registers by selecting the supplies and/or services of interest and accredits, for each selection, that they meet the minimum requirements established by Redeia’s Contract Company and, therefore, can participate in the contracting processes, with applicable restrictions.

“**Redeia’s Contract Company Materials**” has the meaning attributed to it in Condition 14.5.

“**Redeia’s Supplier Code of Conduct**” is the document arising from Redeia’s Code of Ethics and Conduct, which, forming part of the Contractual Documentation, establishes the minimum ethical, social and environmental requirements that every Supplier must accept and comply with in order to collaborate with Redeia will also undertaking to extending it to its own supply chain. Redeia’s Supplier Code of Conduct must be interpreted by the Supplier in accordance with Redeia’s Code of Ethics and Conduct and Redeia’s Compliance Policy. Redeia’s Supplier Code of Conduct is available on Redeia’s website.

“**Redeia’s Code of Ethics and Conduct**” is the higher internal rule from which all of Redeia’s internal policies and action rules emanate to ensure ethical and responsible management and has been developed taking into account Redeia’s structure and activities. Its purpose is to provide an ethical guide to all persons who form part of Redeia in order to them to be aware and facilitate commitment to the ethical values, principles and conduct guidelines that must govern their professional activity within the scope of the organisation. Redeia’s Code of Ethics and Conduct is available on Redeia’s website.

“**Redeia’s Compliance Policy**” constitutes the highest-ranking rule and fundamental element of Redeia’s Compliance System that establishes the

principles governing Redeia's commitment to the prevention, detection and response to any conduct that implies an act contrary to legal obligations and commitments assumed voluntarily by Redeia, including criminal and anti-bribery matters. Redeia's Compliance Policy is available on Redeia's website.

"Related Parties" has the meaning attributed to it in Condition 16.2.

"Representative" is the person designated by each party, before the start of the performance of the Contract or Purchase Order, in charge of resolving any problems that may occur in the performance of the Contract or Purchase Order and, in the case of the Supplier, who represents them and takes responsibility for the Personnel participating in the supply of IT Products. The Supplier must communicate in writing to Redeia's Contract Company any change in the person designated as Representative as soon as said modification occurs and, in any case, before the new Representative assumes functions within the framework of the Contract or Purchase Order.

"Results" has the meaning attributed to it in Condition 14.1.

"Service Level Agreement" or "SLA" is the level agreed between the Supplier and Redeia's Contract Company, through indicators or KPIs, in relation to specific aspects indicated in the Contractual Documentation, determining the expected quality of the IT Products subject to the Contract or Purchase Order.

"Software and Cloud Services Maintenance/Support Services" means the set of activities, tasks and resources intended to guarantee the correct functioning, operational continuity, security, updating and improvement of the Software and/or contracted Cloud Services, including, by way of example and not limitation, the correction of errors, vulnerabilities or failures ("Corrective Maintenance"); the adaptation of the Software or Cloud Services to modifications in technological or regulatory environments ("Adaptive Maintenance"); as well as the attention to and resolution of incidents, technical queries and configuration and usage requirements raised by Redeia's Contract Company.

"Software" means the set of programs, data, logical components, rules, instructions, algorithms and/or visual elements that give instructions to an electronic device to interact with hardware in order to execute specific tasks or determined functions including, purely by way of example and not limitation, operating systems and utilities that manage hardware resources and provide a platform to execute applications (System Software); programs designed to perform specific user orientated tasks, such as word processing, spreadsheets, database management and multimedia applications (Application Software); tools and environments used by developers to create, test and maintain other programs (Development Software); Software embedded in electronic devices providing basic control and operational functionality (Firmware); or programs designed to protect systems and data against threats and attacks (Security Software); all of the foregoing is included regardless of distribution format, whether in source code or executable binary code, whether installed locally on devices or accessible through Cloud Services.

“Special Conditions of Contract” is the document agreed, in each case,, between Redeia’s Contract Company and the Supplier which sets out, for the specific IT Products, additional conditions, clarifications or exceptions to these GCC.

“Subcontracting” is the contracting by the Supplier with third parties, natural or legal persons, or a grouping thereof, whereby they participate partially in the fulfilment or execution of the undersigned Contract or Purchase Order, without this generating any contractual legal relationship or direct obligation of Redeia’s Contract Company with said third parties.

“Supplier” is the natural or legal person, or grouping thereof, in charge of carrying out the supply of IT Products (and, where applicable, the supply of Associated Equipment and/or Materials and/or the provision of Associated Services), having been the awarded bidder in a contracting process.

“Supplier’s Elements” has the meaning attributed to it in Condition 14.2.

“Technical Specifications” is the document or set of documents prepared, where applicable, for the IT Products, describing the technical requirements demanded by Redeia’s Contract Company, the procedures for verification of such requirements, and the manner in which the supply of IT Products shall be carried out.

3. OBJECT OF THE CONTRACT OR PURCHASE ORDER

- 3.1. The object of the Contract or Purchase Order is the supply of IT Products including, where applicable, the supply of Associated Equipment and/or Materials and the provision of Associated Services. The supply of IT Products shall include all operations and works that are necessary until the full completion in accordance with the Contractual Documentation.
- 3.2. In accordance with the foregoing, the purpose of the Contract or Purchase Order includes, on the Supplier's behalf and expense, purely by way of indication and not limitation, the following:
 - a) The management and procurement of all authorisations, certificates and licences required in, or for, the fulfilment of the Contract or Purchase Order, and specifically (though without limitation) those related to and evidencing the Supplier's lawful title over the Software, except for those that, due to their very personal nature, correspond to Redeia’s Contract Company, in which case the Supplier shall provide all assistance and information reasonably necessary for their management and procurement.
 - b) The services necessary to guarantee the availability, integrity, authenticity and traceability of the operations, processes and business continuity of Redeia’s Contract Company.
 - c) The performance of standard audits, tests and analyses, as well as those specific ones requested by Redeia’s Contract Company according to what is established in the Technical Specifications in order to guarantee an optimal supply of IT Products.

- d) Insurance policies covering the risks that the Supplier must have covered, in accordance with the requirements in Condition 18.
- e) The preparation and delivery to Redeia's Contract Company, with sufficient advance notice for its use by the latter, of all documentation inherent to the fulfilment of the Contract or Purchase Order.
- f) Any others specified in the Contractual Documentation.

3.3. The Supplier may not amend the Contract or Purchase Order without the prior conformity of Redeia's Contract Company, unless they are adjustments, updates or corrections that do not affect, and cannot negatively affect, the functionality of the Software or the correct supply of IT Products and do not entail, under any circumstance, a price increase not accepted by Redeia's Contract Company. These adjustments, updates or corrections shall be interpreted restrictively in their modifying scope and, in any case, must be expressly notified to Redeia's Contract Company with reasonable advance notice and, in any case, never less than three (3) months.

The conformity and acceptance of Redeia's Contract Company shall not entail, in any case, alteration of the guarantee nor of the Supplier's liability in relation to the Contract or Purchase Order.

3.4. The Supplier is obliged to accept, at the agreed prices, the extensions, modifications or reductions of the object of the Contract or Purchase Order that Redeia's Contract Company requests, provided that they do not represent, in aggregate, an increase or decrease of more than twenty per cent (20%) of the amount of the Contract or Purchase Order. This shall not imply, in any case, alteration of the guarantee nor of the Supplier's liability in relation to the Contract or Purchase Order.

The new period for the supply of IT Products shall be established by mutual agreement between both parties, upon a reasoned proposal by the Supplier, and, if said agreement is not reached, the initially fixed period shall be modified in proportion to the increase or decrease in the price of the Contract or Purchase Order.

3.5. The Supplier shall provide all the Personnel necessary or convenient for the supply of IT Products, fully assuming their own management and business organisation in the performance of the mentioned works.

4. ASSIGNMENT

Assignment of the Contract or Purchase Order by Redeia's Contract Company or Substitution of the Position of Redeia's Contract Company

4.1. Redeia's Contract Company may transfer, singularly and by means of any legal transaction, its position in the Contract or Purchase Order to any other Redeia company. Redeia's Contract Company shall notify to the Supplier, as soon as possible, the date of the transfer and the identifying details of the new party to the Contract or Purchase Order.

Redeia's Contract Company may not assign obligations or rights arising from the Contract or Purchase Order, in whole or in part, to any third party that does not belong to Redeia, without prior and express authorisation in writing from the Supplier.

- 4.2. Furthermore, Redeia's Contract Company may transfer its contractual position as a consequence of any transfer by universal title (including, without limitation, those derived from merger, demerger, spin-off and global assignment of assets and liabilities), whether said transfer is voluntary or as a consequence of the application of the applicable sectoral regulations. Redeia's Contract Company shall notify to the Supplier, as soon as possible, the date of the transfer and the identifying details of the new party to the Contract or Purchase Order.

Assignment of the Contract or Purchase Order by the Supplier or Substitution of the Supplier as Contracting Party

- 4.3. The Supplier may not assign, in whole or in part, obligations or rights arising from the Contract or Purchase Order, without prior and express authorisation in writing from Redeia's Contract Company.
- 4.4. Such authorisation must be requested in writing to the Representative of Redeia's Contract Company, specifying the assignee, and providing sufficient advance notice to avoid any delays in the supply of the IT Products. Any assignment done without said authorisation shall be null and void for all intents and purposes
- 4.5. The Supplier and the assignee shall formally notify Redeia's Contract Company of the previously authorised assignment within five (5) calendar days following its formalisation. Such due notice must be made in writing by means that provide proof of receipt, must be signed by an attorney-in-fact of the Supplier and the assignee, and must be sent to the Representative of Redeia's Contract Company.
- 4.6. The Supplier undertakes to expressly record in the legal transaction to be entered into with the assignee the obligation of the latter to comply with all requirements contained in the Contractual Documentation.
- 4.7. The assignee, in any case, shall fully assume all rights and obligations resulting from the assigned Contract or Purchase Order and the rest of the Contractual Documentation, whether prior or subsequent to the assignment.
- 4.8. Notwithstanding the provisions in the previous sections, the Supplier may assign, in whole or in part, obligations or rights arising from the Contract or Purchase Order or transmit its contractual position in specific cases. These cases include a change of control or sale of assets directly related to the object of the Contract or Purchase Order. This is permitted provided that the assignment or transmission is made to a company belonging to the Supplier's business group, as defined in Article 42 of the Commercial Code. The Supplier must demonstrate: (a) that said company is a legal person belonging to its same corporate group; (b) that said company has sufficient technical, economic and/or financial capacity to comply with the obligations of the Contract or Purchase Order corresponding to it; and (c) that said company is qualified as a Supplier, for the IT Products

subject to the Contract or Purchase Order, in the *Suppliers* area of Redeia's website.

The Supplier shall notify to Redeia's Contract Company, as soon as possible, the date of the transmission, the identifying details of the assignee or new party to the Contract or Purchase Order, as well as the fulfilment of the requirements set out in this Condition. Any assignment or transfer that does not comply with these requirements shall be deemed not to have been made.

Assignment of Rights and Credits of an Economic, Commercial or Financial Nature

- 4.9.** Rights and credits of an economic, commercial or financial nature derived from the Contract or Purchase Order may be assigned by the Supplier to a third party upon formal notification to Redeia's Contract Company.

The Supplier and the third party shall formally notify Redeia's Contract Company of the assignment within five (5) calendar days following its formalisation. Such due notice must be made in writing by means that provide certainty and proof of the same, must be signed by an attorney-in-fact of the Supplier and the third party, and must be sent to the Representative of Redeia's Contract Company.

- 4.10.** The assignment of economic, commercial or financial rights and credits arising out of the Contract or Purchase Order does not exempt the assignor or assignee from prior liabilities arising from the Contract or Purchase Order. Therefore, those rights and credits shall remain subject to any compensations, withholdings or reductions that Redeia's Contract Company may apply as a consequence of the vicissitudes experienced by the contractual relationship with the Supplier, whether for penalties that could be imposed for breaches committed or for possible claims by third parties, in accordance with the provisions in the Contractual Documentation.

- 4.11.** For the purposes of the foregoing, the Supplier undertakes to provide formal notice to the third party, or to expressly record in the proof on the legal transaction to be entered into between both parties, the conditions to which the rights and credits of an economic, commercial or financial nature derived from the Contract or Purchase Order remain subject.

- 4.12.** Redeia's Contract Company may, by notifying the Supplier, assign its collection rights or payment obligations derived from the Contract or Purchase Order in favour of any other Redeia company.

5. SUBCONTRACTING

- 5.1.** The Supplier shall perform the supply of the IT Products subject to the Contract or Purchase Order and, where applicable, the supply of Associated Equipment and/or Materials and the provision of Associated Services, using its own resources. Therefore, it shall not subcontract, in whole or in part, the performance of the Contract or Purchase Order without prior and express authorisation from Redeia's Contract Company and compliance with applicable law. The maximum percentage of Subcontracting, as well as the type of IT

Products with the possibility of subcontracting, shall be that which Redeia's Contract Company determines in each case in the Contractual Documentation.

Such authorisation must be requested from Redeia's Contract Company through the *Suppliers* area of Redeia's website, in which the required information must be completed with sufficient advance notice so that no delays occur in the supply of the IT Products. Any Subcontracting carried out without this authorisation shall be null and void for all purposes.

For clarification purposes, the partial supply of IT Products by companies of the same business group as the Supplier (within the meaning of Article 42 of the Commercial Code) shall not be considered Subcontracting for the purposes of these GCC, provided that the Personnel of said companies do not require access to Redeia facilities and the Supplier demonstrates: (a) that said company is a legal person belonging to its same business group; (b) that said company has sufficient technical, economic and/or financial capacity to comply with the obligations of the Contract or Purchase Order corresponding to it; and (c) that said company is previously qualified as a Supplier in the *Suppliers* area of Redeia's website in the event that the activity is considered principal by Redeia's Contract Company or involves a contracting percentage higher than that established in the Contracting Conditions.

- 5.2. The eventual authorisation by Redeia's Contract Company to subcontract does not imply the creation of any bond or legal relationship between Redeia's Contract Company and the subcontractor.

Without prejudice to the above, Redeia's Contract Company may at any time monitor and inspect the work of the subcontractor and the fulfilment of its obligations through the Supplier, who remains obliged to provide all collaboration that may be necessary for this (documentation, reports, etc.).

- 5.3. In the event of authorisation for Subcontracting, the Supplier is not released from the obligation to supervise and inspect the activity of the subcontractor nor from answering for the latter's actions and for the total fulfilment of the Contract or Purchase Order, without prejudice to the responsibilities that the Supplier may demand of its subcontractors.

In any case, the Supplier is fully and exclusively responsible to Redeia's Contract Company regarding the performance of the Contract or Purchase Order.

- 5.4. The Supplier undertakes to inform the subcontractor of all obligations assumed by virtue of the Subcontracting, included in the Contractual Documentation, and to expressly record them in the legal transaction to be executed between the parties, as well as to monitor and inspect the development of the actions executed by the latter.

The Supplier, when so requested by Redeia's Contract Company, shall make available all documentation proving compliance with this section.

- 5.5. Redeia's Contract Company may order the Supplier to replace the subcontractor at any time if, in its judgement, it jeopardises the correct and timely performance

of the Contract or Purchase Order in light of the performance conditions established in the Contractual Documentation, without any entitlement to compensation.

- 5.6. Redeia's Contract Company shall not be contractually liable to any subcontractor or their employees or to injured third parties, for any claim. In this regard, the Supplier shall hold Redeia's Contract Company harmless from claims that subcontractors or injured third parties may formulate against the latter in relation to the subcontracted part of the Contract or Purchase Order, indemnifying it for all costs that Redeia's Contract Company may be obliged to pay for such claims.

Additionally, Redeia's Contract Company may proceed in accordance with the provisions in Condition 11.16 and following.

- 5.7. The Supplier undertakes to respect, and ensure its subcontractors respect, the obligations of an economic and regulatory nature established in the collective bargaining agreements applicable in the different countries, when so required by applicable legislation. Furthermore, the Supplier shall be jointly and severally liable with the subcontractor for compliance—including, but not limited to—with obligations imposed by data protection and cybersecurity regulations, as well as salary and Social Security obligations, contributions, compensations and insurance required by law regarding workers involved in the performance of the Contract or Purchase Order.

- 5.8. Without prejudice to the foregoing, the Supplier shall comply with the stipulations in the data processing agreement whenever Subcontracting involves the processing of personal data on behalf of Redeia's Contract Company.

6. PERFORMANCE OF THE CONTRACT OR PURCHASE ORDER

- 6.1. The Supplier shall perform the Contract or Purchase Order at its own risk and peril, so the economic outturn shall be borne by the Supplier up.
- 6.2. The IT Products subject to the Contract or Purchase Order, and, where applicable, the Associated Equipment and/or Materials and/or the Associated Services, must conform to the provisions in the Contractual Documentation.
- 6.3. The Supplier undertakes to keep Redeia's Contract Company informed at all times regarding the performance of the Contract or Purchase Order, compliance with the Service Level Agreement that has been established, and any incidents arising during the supply of IT Products, providing the required documentation as soon as possible.
- 6.4. Redeia's Contract Company has the right to check and verify the exact compliance by the Supplier with all its contractual obligations, as well as all activities necessary for the correct performance of the Contract or Purchase Order.
- 6.5. If Redeia's Contract Company should notice, at any time, that the Supplier is failing to comply with the provisions of this Condition, it may, without waiting for its conclusion, reject in a reasoned manner what has been improperly performed

and order its new performance. This shall be carried out at the sole expense of the Supplier and without any cost to Redeia's Contract Company.

- 6.6. For the supply of IT Products, the Supplier shall establish an activities schedule that shall be submitted in writing and approved by Redeia's Contract Company. The Supplier undertakes to maintain, throughout the duration of the supply, a Representative with full decision-making powers regarding all aspects of the Contract or Purchase Order. The Supplier's Representative shall also act, where applicable, in environmental matters in order to decide and act in situations of environmental emergency and also in occupational health and safety situations.
- 6.7. The Supplier shall use the Associated Equipment and/or Materials that are most suitable according to the characteristics of the object of the Contract or Purchase Order, undertaking at all times to provide the material means necessary for the supply of IT Products.
- 6.8. The Supplier undertakes to comply with the applicable legislation in the country where it supplies IT Products, as well as to adopt the necessary means for its compliance. The Supplier shall answer to Redeia's Contract Company for all damages that could derive from non-compliance with the obligations provided in said legislation.

In the event that the supply of IT Products subject to the Contract or Purchase Order includes exportation to any part of the world, the Supplier shall be responsible for ensuring compliance with all applicable national and international (re)export regulations. Otherwise, it shall correspond to Redeia's Contract Company.

- 6.9. The Supplier shall provide Redeia's Contract Company with the following documentation:

- a) Certification from the *Tesorería General de la Seguridad Social* (General Treasury of the Spanish Social Security), certifying that the Supplier is up to date with Social Security contribution payments.

The Supplier expressly states that all Personnel participating in the supply of IT Products are registered in the Régimen General (General Regime) of the Spanish Social Security.

The Supplier, as the sole party responsible for all Personnel assigned to the supply of IT Products, shall be responsible before Labour Administration and Social Courts for the correct compliance and application of current legislation, especially in labour, social security and occupational risk prevention matters.

At any time required by Redeia's Contract Company, the Supplier shall provide evidence of compliance with said obligations and, in particular, of being up to date in the payment of the salaries and social security contributions of the Personnel assigned to the supply of IT Products.

- b) The following tax certificates, in accordance with current tax regulations:
 - In the case of a Supplier operating with a fiscal domicile in Spain:

- Certificate of being up to date with payment of its tax obligations, affecting it due to its business configuration and activities.
- Certificate of contractors and subcontractors of being up to date with payment of their tax obligations, for the purposes provided in article 43.1.f) of Act 58/2003, of 17 December, General Tax Act.

Both certificates must have been issued up to six (6) months prior to the formalisation of the Contract or Purchase Order.

- In the case of a Supplier operating without a fiscal domicile in Spain:
 - Where there is a double taxation treaty between the Supplier's country of residence and the country of residence of Redeia's Contract Company, and the Supplier invokes the application of any provision thereof, the Supplier shall provide to Redeia's Contract Company the corresponding certificate of residence. Said certificate must prove that the Supplier is a fiscal resident in its country for the purposes of the provisions in said agreement, and the income qualification granted by the country of residence of Redeia's Contract Company shall be heeded. Said certificate must be delivered prior to the formalisation of the Contract or Purchase Order and, additionally, with the invoice issued by the Supplier. Redeia's Contract Company shall not be responsible for payment delays that may result from the non-provision of the fiscal residence certificate.

This certificate is valid for twelve (12) months from the date it is issued unless, due to internal regulations of the country of residence of Redeia's Contract Company, a shorter validity period is established. Once its validity period has elapsed, the Supplier must provide a new certificate.

- Supplier's certificate of registration in the Registry of Intra-Community Operators, and communication to Redeia's Contract Company of its complete VAT identification number in the event it is registered in the European Union, for the purposes of the application of the VAT Information Exchange System (VIES).

The Supplier shall deliver to Redeia's Contract Company new positive certificates prior to the expiration of the twelve (12) month period from the date of issuance of those in force at any time. This applies unless the specific regulation of the tax certificate establishes a different validity or modifications of the circumstances determining its content occur.

The delivery of the certificates within the mentioned period shall be a necessary condition for proceeding with the payment of any amount linked to the Contract or Purchase Order.

- c) Where applicable, the occupational risk assessment including the risk sheet, appropriate safety measures and preventive planning. This must attend to the activity to be developed, the risks inherent to Redeia's

facilities in which IT Products are supplied, and the Technical Specifications delivered.

The documentation shall be delivered by the Supplier using the means and IT applications indicated by Redeia's Contract Company.

- d) Where applicable, evidence of having imparted to its Personnel the necessary training for the correct supply of IT Products, specifically for the proper use of machinery and other tools used in the supply of IT Products.

Said training must be demonstrated at the request of Redeia's Contract Company and always before access to Redeia facilities.

- e) The risk assessments referred to in clause 4. c. of the Cybersecurity Annex .
- f) Any other documentation that is mandatory by application of current regulations (Safety study, etc.).

- 6.10. The Supplier is responsible, at its own expense, for the maintenance, conservation, handling, transportation and return of that equipment and/or those materials placed by Redeia's Contract Company at the disposal of the Supplier, within the framework of the Contract or Purchase Order, for the supply of IT Products.

Coordination Between Suppliers

- 6.11. In the event that several Suppliers participate in the supply of IT Products, the Supplier undertakes to coordinate with the other Suppliers, through Redeia's Contract Company, regarding any and all of the services under its charge that are linked or become linked with the services of the others.
- 6.12. For such purposes, Redeia's Contract Company shall coordinate, resolve, decide and organise all the interactions between the Supplier and other Suppliers and with Redeia's Contract Company. Redeia's Contract Company may adopt, in a reasoned manner, decisions regarding any act, service, controversy or allegation of responsibility of the Supplier and/or the other Suppliers in relation to the interaction that exists or may come to exist between the services of the Supplier and those of the other Suppliers.
- 6.13. Without prejudice to what may eventually be included in the Technical Specifications and/or in the Contracting Conditions, the Supplier shall: (i) keep Redeia's Contract Company in copy in all those communications tending towards coordination with other Suppliers; and (ii) comply with the instructions of Redeia's Contract Company relating to coordination with other Suppliers.

7. LEGAL-LABOUR, SAFETY, AND OCCUPATIONAL HEALTH OBLIGATIONS

- 7.1. In the event that the performance of IT Products requires in-person access to electrical facilities, corporate buildings, or workplaces of Redeia's Contract Company, the provisions established in Redeia's General Conditions of Contract

for Services shall apply. These provisions cover legal-labour, safety, occupational health, and environmental obligations, which the Supplier declares to be aware of and accepts.

8. PERIOD FOR PERFORMANCE

Period for performance

- 8.1. If no specific date is indicated in the Contractual Documentation, the period for the supply of IT Products shall start counting from the date the Contract or acceptance of the Purchase Order were formalised.
- 8.2. Bringing forward the completion date or reducing the performance or delivery periods shall require prior, express authorisation in writing from Redeia's Contract Company. In such case the aforesaid authorisation shall not result in the advance payment of all or part of the price that as provided in the Contractual Documentation, nor shall it affect the guarantee or limitation periods, which shall be counted from the date provided in the Contractual Documentation.
- 8.3. The completion or delivery date may not be delayed, nor the performance period extended, except for reasons attributable to Redeia's Contract Company and expressly recognised by it in writing, or for causes of force majeure, as defined in Condition 19. In the event it is due to facts attributable to Redeia's Contract Company and recognised by it, the Supplier shall be entitled to an extension for the time of delay that the fact attributable to Redeia's Contract Company caused in the completion or delivery. If it is due to reasons of force majeure, it shall be subject to the provisions in Condition 19.7.

For the delay resulting from such events or causes to be taken into account, it is an essential prerequisite that its start and end be notified by the Supplier to Redeia's Contract Company in writing. This notification must be made within a maximum period of five (5) business days counting from when it occurs.

- 8.4. In no case shall the duration of the Contract or Purchase Order be understood as extended without the prior consent in writing of Redeia's Contract Company.
- 8.5. The Supplier undertakes to use, at its sole expense, all means reasonably within its reach to recover, as soon as possible, any delay in the completion or delivery date, or in the performance period, even when the delay is justified.

Completion of the Supply of IT Products. Rectification of Faults or Defects Observed

- 8.6. In the event that all or some of the obligations of the Contract or Purchase Order are deemed unfulfilled, Redeia's Contract Company shall communicate this in writing to the Supplier. This includes, without limitation, the delivery periods agreed in the activity schedule. The Supplier must then rectify the faults or defects observed, adhering to the period granted and the instructions deemed appropriate in said writing.

- 8.7. If the Supplier does not rectify the identified shortcomings or defects in due time, Redeia's Contract Company may apply to the Supplier the penalties provided in Condition 12.
- 8.8. If the Supplier waives the rectification of the identified shortcomings or defects, or if such shortcomings or defects are unrectifiable, Redeia's Contract Company may apply the penalties provided in Condition 12. Furthermore, it shall be exonerated from the obligation of payment of the price or, where applicable, shall have the right to recover the price paid. The foregoing is understood without prejudice to the claim for damages by Redeia's Contract Company.
- 8.9. The periods granted by Redeia's Contract Company to the Supplier for the rectification of faults or defects shall in no case be considered an extension of the contractual periods. Consequently, the regime of penalties and liability for damages that may derive from non-performance remains applicable to the Supplier.

9. SUPPLIER'S GUARANTEE

- 9.1. Following the nature of the purpose of the Contract or Purchase Order, the Supplier guarantees to Redeia's Contract Company that:
 - a) the IT Products supplied are performed with the diligence required for the services of this nature;
 - b) the IT Products supplied comply with the agreed specifications and the applicable standards and prescriptions, with the rules of good industry practice, are appropriate for the purpose suitable to their objective and comply with the required quality standards;
 - c) the IT Products supplied are free from design defects, performance or operating defects and latent defects;
 - d) it possesses and/or has obtained, and will maintain, all rights, assignments and licences necessary to supply the IT Products and create the Results, as well as to guarantee the ownership of the Results and the rights therein in favour of Redeia's Contract Company in the terms established in these GCC and in the rest of the Contractual Documentation, without charges, encumbrances, or restrictions;
 - e) the IT Products, the Results and the Supplier's Elements are original and do not infringe intellectual or industrial property rights, trade secrets, image rights nor any other third-party rights; they do not proceed from unauthorised use of third-party confidential information or code; at the date of the Contract or Purchase Order, the Supplier has received no notice of claims, litigation or precautionary measures affecting the use of the IT Products, the Results and the Supplier's Elements by Redeia's Contract Company;
 - f) the IT Products, the Results and the Supplier's Elements do not incorporate malware, mechanisms or elements that limit or condition their use pursuant to the Contract or Purchase Order.

- g) the IT Products include, where applicable, the peaceful use and enjoyment of the rights provided in Condition 16, as well as their compatibility with the systems of Redeia's Contract Company, without it being necessary for Redeia's Contract Company to perform adaptations to ensure compatibility;
- h) the continuity of the IT Products supplied, during the entire validity of the Contract or Purchase Order. In the event of non-continuity, the Supplier must:
- (i) Notify Redeia's Contract Company as soon as possible and, in any event, with reasonable advance notice that does not prejudice to Redeia's Contract Company and is never less than 12 months, and
- (ii) Propose an alternative at no additional cost for Redeia's Contract Company and which, furthermore, does not entail a substantial modification of the conditions previously agreed in the Contractual Documentation.

This alternative proposed by the Supplier must be, in any case, accepted in writing by Redeia's Contract Company.

- i) In case of use of OSS, the Supplier complies with the following essential conditions:
 - (i) It does not incorporate copyleft licences that trigger "contamination" or obligations of open/license of the code of the Results and, where necessary, it has obtained the prior authorisation in writing of Redeia's Contract Company;
 - (ii) It fully complies with the conditions of the OSS licences (notices, licence texts, delivery of source code when applicable, attributions and other obligations);
 - (iii) If any OSS compromises the exploitation of the Results or imposes incompatible obligations, the Supplier shall replace or reconfigure it at no cost and without functional impairment within a reasonable period agreed with Redeia's Contract Company, without prejudice to the obligation to hold the latter harmless in case of a Claim;
- j) The Supplier shall provide, during the validity of the Contract or Purchase Order, corrective, preventive and adaptive support for the IT Products (including any elements thereof) in all environments (development, testing, pre-production and production). This is to guarantee the peaceful exploitation of the IT Products and the Results by Redeia's Contract Company, in the terms established in the Contractual Documentation.

9.2. To comply with the guarantee obligation, the Supplier shall be obliged to remedy the defects and/or the corresponding non-compliance and, when this is not possible, refund the price collected for them.

9.3. This obligation shall be fulfilled by the Supplier at its sole cost and expense, without any charge whatsoever to Redeia's Contract Company. The Supplier shall even bear the expenses that, due to the fulfilment of the same, originate for the latter.

- 9.4. Compliance with the guarantee obligation must be effected within the period that Redeia's Contract Company indicates. This must be done in a way that causes the least disruption or inconvenience for Redeia's Contract Company and without originating delays in the supply of IT Products nor stoppage of its facilities and/or services. When this is not possible, the Supplier must reduce to the minimum said delays or the time of total or partial unavailability of the facilities and/or services.
- 9.5. If the Supplier does not fulfil, with the required promptness, its guarantee obligation or does not carry out within the established period what proceeds pursuant thereto, Redeia's Contract Company may do so. Redeia's Contract Company may act by itself or through third parties at the Supplier's expense and without loss of the guarantee. The Supplier shall be obliged, furthermore, to compensate Redeia's Contract Company for the damages caused to it.
- 9.6. The guarantee period of the IT Products extends for the time stipulated in the Contract or Purchase Order. In the absence of a stipulated time, it shall extend for the longest of the following periods: (i) the minimum period established in the current legislation in the country of residence of Redeia's Contract Company; (ii) twelve (12) months; or (iii) the period that the Supplier generally offers to its clients in its general conditions of contract, or any other longer period that the Supplier offers to Redeia's Contract Company within the framework of the Contract or Purchase Order. All the above shall count from the completion of the supply of IT Products or, where applicable, from that of each of the performance periods provided in the Contractual Documentation.
- 9.7. The guarantee period shall be interrupted and consequently extended by the time employed in the repairs or rectifications performed in fulfilment of the guarantee.
- 9.8. These repairs or rectifications shall be guaranteed, in turn, from their termination, for a time equal to the guarantee period.
- 9.9. The expiration of the guarantee period does not release the Supplier from its eventual liability for hidden vices or defects or from any other liability demandable in Law.
- 9.10. The regulations in this Condition shall apply equally to Redeia, in the same terms, in the event that the IT Products are supplied to Redeia's Contract Company for its use and/or other Redeia companies.

10. FINANCIAL GUARANTEES

- 10.1. The Supplier shall establish a financial guarantee (performance bond) in accordance with the provisions set forth in the Guarantee Policy in favour of Redeia, which forms an integral part of the Contractual Documentation. This guarantee serves to ensure the fulfilment of all obligations derived from the Contract or Purchase Order.
- 10.2. The provision of the financial guarantee does not mean that the liabilities that may be demanded of the Supplier by reason of the Contract or Purchase Order

are limited to its amount or period of validity. It constitutes only a means to facilitate the effectiveness of the same.

- 10.3. If the total amount of the Contract or Purchase Order increases during its performance, Redeia's Contract Company may request a complementary financial guarantee of the same characteristics. This shall be for a value of ten per cent (10%) of the increase in the price of the Contract or Purchase Order. The Supplier must constitute this within fifteen (15) calendar days following the date on which that increase is formalised.
- 10.4. The financial costs of the financial guarantee shall be borne by the Supplier.

11. CERTIFICATION, PRICE, INVOICING AND PAYMENT

Certification

- 11.1. Once Redeia's Contract Company has conformed compliance regarding the IT Products supplied, Redeia's Contract Company shall approve their performance by issue a certification number. This number shall be provided to the Supplier for inclusion in the invoice.

Price

- 11.2. The price of the Contract or Purchase Order includes everything comprising its subject matter, in accordance with the provisions in the Contractual Documentation. It includes whatever the Supplier must contribute or perform for its fulfilment, the industrial profit, and all expenses or charges required for its fulfilment. No exceptions apply other than concepts or services that have been expressly excluded.
- 11.3. The price includes all taxes (excluding VAT, IGIC, or equivalent tax corresponding to the country or territory of residence of Redeia's Contract Company), fees, contributions, duties, excise taxes, and any other tax levying the object of the Contract or Purchase Order, or those that may accrue under the same. Redeia's Contract Company may withhold from the payment of the price the amounts resulting from the application of current regulations and from writs and notices issued by Public Administrations and the courts.
- 11.4. Contractual prices are unalterable. Price increases above those established in the Contract or Purchase Order, or in additions thereto, shall not be permitted, except when a price revision system is established in the Contract or Purchase Order, in which case the prices resulting from the revision process shall not be applicable to the IT Products, nor where applicable to the Associated Equipment and/or Materials and/or Associated Services, supplied prior to the express approval in writing of said price revision by Redeia's Contract Company.
- 11.5. IT Products not included in the Contract or Purchase Order shall not be paid unless their performance has been previously offered by the Supplier, in writing and with express indication of their price, and accepted, also in writing, by Redeia's Contract Company.

Invoicing

- 11.6. Unless otherwise provided in the Contractual Documentation, all invoices must be submitted in accordance with the instructions set out in the in the “*e-Factura*” (e-Billing) section of Redeia’s website at the moment of sending the invoice, complying with current fiscal and commercial requirements, stating the Purchase Order number and the certification number. The foregoing must be completed with the provisions in the corresponding Country Annex depending on the country in which Redeia’s Contract Company resides.
- 11.7. The date of each invoice cannot be prior to the date on which., according to the Contractual Documentation, the issuance of the same should take place. Only invoices for those Services that have been provided and completed shall be issued
- 11.8. Invoices shall be accepted provided that it incorporates the Purchase Order number and the certification number, refers to the IT Products subject to the Contract or Purchase Order and its amounts are in conformity with the approved prices.
- 11.9. In those particular cases in which partial billings are admitted because the purpose of the Contract or Purchase Order so justifies it due to its nature or execution schedule, the invoicing periods shall be linked to the milestones of works and/or deliveries effectively performed in accordance with the established activity schedule.
- 11.10. Invoices generated due to price revision, in cases where its application is deemed applicable, shall be issued in accordance with current regulations, differentiated from invoices corresponding to base prices, and shall include the detail of the application of the agreed revision formula and the documents that justify it.
- 11.11. Should the aforesaid requirements not be met, the invoices shall not be accepted by the Redeia’s Contract Company.

Payment

- 11.12. Payments shall always be made against an invoice submitted by the Supplier, duly issued in accordance, through bank transfer or confirming, if the Supplier decides to opt for this latter modality, or exceptionally by other lawful and valid means of payment, attending to the object of the Contract or Purchase Order. If appropriate, withholding shall be performed on the corresponding financial guarantee.
- 11.13. All payments corresponding to partial invoices that are made to the Supplier before the completion of the supply of IT Products subject to the Contract or Purchase Order shall be on account of the price thereof. For these purposes, where applicable, payments made upon delivery of the technical documentation may be considered as advances.
- 11.14. At all stages of the Contract or Purchase Order, payment of the invoice shall be conditional upon the Supplier’s compliance with the Contractual Documentation,

as well as upon all documentation set out in Condition 6.9 having been duly made available to Redeia's Contract Company.

11.15. Payments shall be made respecting the maximum periods established in the current legislation in the country of residence of Redeia's Contract Company.

11.16. In the event that Redeia's Contract Company verifies that the Supplier is in breach of its obligations that may result in joint and several liability, subsidiary liability, or other direct action against Redeia's Contract Company, regardless of whether the Contract or Purchase Order is terminated or not, Redeia's Contract Company may, as soon as it becomes aware of such circumstances, withhold all payments that for any reason are pending to be made to the Supplier, in accordance with the provisions in Condition 13.15, in a sufficient amount to cover said liabilities, and may even meet such obligations on behalf of the Supplier.

This right of withholding and payment on behalf of the Supplier shall extend to all damages derived from the breach of the Contract or Purchase Order or the guarantee thereof, or to any scenario from which a liability for Redeia's Contract Company could arise.

Redeia's Contract Company shall have the right to withhold and offset the amounts pending payment to the Supplier, which are due, payable and liquidated, in the amount that the latter in turn owes to Redeia's Contract Company or to any of the Redeia companies. Redeia's Contract Company shall communicate in writing to the Supplier its intention to perform the corresponding withholding or off set reasonably in advance so the Supplier may amend the lack of compliance.

11.17. Payment of the price does not imply that Redeia's Contract Company considers the Contract or Purchase Order fulfilled by the Supplier, or that it waives any of the rights to which it may be entitled in respect of the Supplier. The Redeia's Contract Company expressly reserves the exercise thereof, without prejudice to the payment made.

11.18. The parties agree that, in the event of late payment by Redeia's Contract Company relative to any amount due to the Supplier under any heading related to the Contract or Purchase Order, the former shall pay the Supplier, upon the latter's reasoned written request, an additional amount as late payment interest which shall be calculated applying the lesser of the following two rates: (i) one third of the interest rate established for this purpose in the applicable legislation in force regarding combating late payment in commercial transactions; or (ii) three per cent (3%) per annum on the amount owed. The notification from the Supplier referred to above must include a rectification period of at least three (3) business days so that Redeia's Contract Company may correct the situation. The late payment interest regulated in this Condition shall begin to accrue from the end of the rectification period granted by the Supplier.

12. PENALTIES

12.1. Without prejudice to the provisions in Condition 13, in cases of non-compliance by the Supplier with delivery dates; the Service Level Agreement (SLAs)

established in the Contractual Documentation; performance periods (partial or total); or any other breaches expressly provided for in the Contractual Documentation; Redeia's Contract Company may apply penalties to the Supplier, the amount of which, for the purposes of the provisions in Article 1152 of the Civil Code, shall be deducted from the total amount in the event of any potential compensation for damages.

Said penalties shall be provided for, where applicable, according to type and modality, in the Contractual Documentation.

- 12.2. The penalties may not exceed in aggregate fifteen per cent (15%) of the total price of the Contract or Purchase Order, understood as the initially agreed price plus any adjustments resulting from modifications, extraordinary works, price revision or any other cause.
- 12.3. The applicable penalties shall be collected by Redeia's Contract Company from the Supplier by deducting their amount from the payments it must make to the Supplier under any heading, by enforcing any financial guarantees it may have constituted, or jointly by both means, or another legal means at the election of Redeia's Contract Company (including the withholding of payment of invoices for another Contract or Purchase Order). If no payments are pending, the amount shall be payable by the Supplier as a debt.
- 12.4. The application of penalties to the Supplier shall not release it from the contractual obligations assumed, nor shall it imply acceptance by Redeia's Contract Company of the breach that motivated them. In no event shall the imposition of penalties limit Redeia's Contract Company right to demand full performance of the agreed services.
- 12.5. Without prejudice to the provisions in Condition 12.1 above, the Supplier shall be liable to compensate for any damages and losses caused to Redeia's Contract Company, in accordance with the provisions in Condition 17.

13. SUSPENSION AND TERMINATION OF THE CONTRACT OR PURCHASE ORDER

Suspension at the request of Redeia's Contract Company

- 13.1. In cases where Redeia's Contract Company has the right to terminate the Contract or Purchase Order due to breach by the Supplier in accordance with the provisions in Condition 13.11, Redeia's Contract Company may, beforehand, suspend the performance of all or part of the Contract or Purchase Order during the period it considers appropriate. In this case of suspension, Redeia's Contract Company shall not be obliged to pay the Supplier the price of the IT Products nor the costs, fees, charges or other amounts due.
- 13.2. Without prejudice to the provisions in the previous section, if for any cause other than the set forth above, Redeia's Contract Company considers it necessary or is obliged to request the temporary suspension of a specific Contract or Purchase Order, it shall notify the Supplier in writing, specifying the cause and

the expected duration of the suspension, and the Supplier must interrupt the supply of IT Products immediately.

- 13.3.** Redeia's Contract Company shall certify the amounts for the IT Products duly supplied up to the date of notification of the suspension, which shall include, where applicable, the amount of the Associated Equipment and/or Materials supplied and/or Associated Services. The corresponding penalties and compensations shall be deducted from this resulting amount and the remainder, if any, shall be paid to the Supplier as settlement of the Contract or Purchase Order. The settlement balance, if in favour of the Supplier, shall be paid in accordance with the Contractual Documentation. In the event it is in favour of Redeia's Contract Company, it shall be paid without any postponement or delay.

Moreover, Redeia's Contract Company shall pay for those IT Products that are at an advanced stage of completion on the date of notification of the suspension. The amount of these shall be fixed by mutual agreement by the parties or, failing agreement, by means of expert appraisal, with the designation of the expert being performed at the proposal of Redeia's Contract Company and, in default of agreement, by means of selection by lot by the corresponding Chartered Association.

- 13.4.** The Supplier acknowledges and accepts that the exercise of this right by Redeia's Contract Company shall not give rise to any additional payment or remuneration under any other heading.

Termination by mutual agreement

- 13.5.** The Contract or Purchase Order may be terminated at any time, in whole or in part, by mutual agreement between the Supplier and Redeia's Contract Company.

- 13.6.** In such case, the parties shall formalise the termination agreement in writing and the Supplier shall immediately interrupt the supply of IT Products as well as the supply of Associated Equipment and/or Materials and/or Associated Services, and shall carry out the necessary actions for the adequate conservation of what has been performed and its delivery to Redeia's Contract Company.

- 13.7.** Redeia's Contract Company shall certify the amounts for the IT Products duly supplied satisfactorily up to the date of the termination agreement, which shall include, where applicable, the amount of the Associated Equipment and/or Materials supplied and/or Associated Services. From said amounts, the corresponding penalties and compensations shall be deducted and the remainder, if any, shall be paid to the Supplier as the final settlement of the Contract or Purchase Order. The settlement balance, if in favour of the Supplier, shall be paid in accordance with the Contractual Documentation. In the event it is in favour of Redeia's Contract Company, it shall be paid without any postponement or delay.

moreover, Redeia's Contract Company shall pay for those IT Products that are at an advanced stage of completion on the date of formalisation of the termination agreement. The amount of these shall be fixed by mutual agreement

by the parties or, failing agreement, by means of expert appraisal, with the designation of the expert being performed at the proposal of Redeia's Contract Company and, in default of agreement, by means of selection by lot by the corresponding Professional Association.

Termination at the request of Redeia's Contract Company

- 13.8.** Redeia's Contract Company may terminate the Contract or Purchase Order at any time, totally or partially, without need for prior notice, by notifying the Supplier in writing.

As soon as the Supplier receives said notification of termination of the Contract or Purchase Order, it must immediately cease its performance and carry out the necessary actions for the adequate conservation of what has been performed and its delivery to Redeia's Contract Company.

- 13.9.** Redeia's Contract Company shall certify the amounts owed for the IT Products duly supplied up to the date of notification of the termination, which shall include, where applicable, the amount of the Associated Equipment and/or Materials supplied and/or Associated Services. From said amounts, the corresponding penalties and compensations shall be deducted and the remainder, if any, shall be paid to the Supplier as the final settlement of the Contract or Purchase Order. The settlement balance, if in favour of the Supplier, shall be paid in accordance with the Contractual Documentation. In the event it is in favour of Redeia's Contract Company, it shall be paid without any postponement or delay.

Moreover, Redeia's Contract Company shall pay for those IT Products that are at an advanced stage of completion on the date of notification of the termination. The amount of these shall be fixed by mutual agreement by the parties or, failing agreement, by means of expert appraisal, with the designation of the expert being performed at the proposal of Redeia's Contract Company and, in default of agreement, by means of selection by lot by the corresponding Professional Association.

- 13.10.** Redeia's Contract Company shall indemnify the Supplier solely for direct damages that the termination at its request had caused it, unless the total or partial termination of the Contract or Purchase Order is notified to the Supplier with a prior notice of ninety (90) days to the effective termination date. To this effect, direct damages are understood as the cancellation expenses of the Contract or Purchase Order, which must be sufficiently evidenced by the Supplier. The amount of these shall be fixed by mutual agreement by the parties or, failing agreement, by means of expert appraisal, with the designation of the expert being performed at the proposal of Redeia's Contract Company and, in default of agreement, by means of selection by lot by the corresponding Professional Association. This indemnity may not exceed, in any case, the price corresponding to the part of the Contract or Purchase Order whose performance remained pending at the time of the termination.

Indirect damages and loss of profit are expressly excluded from said indemnity.

Termination for breach by the Supplier

13.11. Redeia's Contract Company may terminate the Contract or Purchase Order at any time, in full or partially, by notifying the Supplier in writing, when the Law so permits or any of the following causes concur:

- a) The decrease in the financial capacity or economic solvency or the occurrence of legal, economic, financial or any other difficulties affecting the normal fulfilment of legal or contractual obligations by the Supplier.
- b) The dissolution. of Supplier's legal personality
- c) Death or supervening incapacity of the Supplier or the loss of physical or sensory conditions that are indispensable for the correct performance of the Contract or Purchase Order.
- d) Disqualification of the Supplier by Redeia, in accordance with the supplier exclusion criteria indicated in the Suppliers area of Redeia's website.
- e) Delivery of untruthful information or documentation during the Qualification Process or the Contracting process, which may affect the successful completion of the Contract or Purchase Order.
- f) The assignment, transfer or subrogation of contractual rights and obligations without the prior, express consent in writing of Redeia's Contract Company, except when it involves rights and credits of an economic, commercial or financial nature in accordance with the provisions in Condition 4.7 and following.
- g) Entering into any legal transaction, regardless of the form used (sale or transfer of shares or participations, mergers, demergers or other corporate operations or legal transactions) which implies a significant change in the ownership of the stocks/shares of the Supplier or a change of effective control, direct or indirect, of the Supplier or of the companies on which the Supplier depends or which control it, without the express consent of Redeia's Contract Company except for the scenario provided in Condition 4.8, when said change hinders or puts at risk the correct performance of the Contract or Purchase Order.
- h) The total or partial Subcontracting of the Contract or Purchase Order by the Supplier without the express authorisation of Redeia's Contract Company except as provided in Condition 5.1.
- i) The suspension or abandonment by the Supplier of the performance of the Contract or Purchase Order, except in case of proven force majeure.
- j) Delay in the supply of IT Products for a time exceeding sixty per cent (60%) of an interim period of execution or for a time exceeding half of the total period; or non-compliance with completion dates considered essential for the successful completion of the Contract or Purchase Order; or having incurred penalties for delays reaching ten per cent (10%) of the total price of the Contract or Purchase Order, as established in Condition 12 and in the Contractual Documentation.

- k) The imposition of penalties on the Supplier which in aggregate exceed fifteen per cent (15%) of the total price of the Contract or Purchase Order, as established in Condition 12.2 and in the Contractual Documentation.
- l) Non-compliance with Redeia's Supplier Code of Conduct.
- m) Non-compliance with employment law, occupational health and safety and environmental obligations.
- n) Non-compliance with legal and contractual obligations regarding personal data protection and cybersecurity.
- o) Severe or reiterated non-compliance with obligations provided in the Contractual Documentation.
- p) Non-compliance with the obligation to carry out the risk assessments referred to in clause 4.c. of the Annex on Cybersecurity Regime; or the existence of risks, identified in said risk assessments, that cannot be assumed by Redeia's Contract Company.
- q) Any other serious or persistent circumstance that prevents or hinders the performance of the Contract or Purchase Order.

13.12. Redeia's Contract Company may grant a period for the rectification its lack of compliance before proceeding to termination, except when granting said period implies detriment to Redeia's Contract Company.

Should the above decision be based on causes a), c), f) or g) of Condition 13.11, the Supplier or, where applicable, its heirs or successors, may avoid termination if, within the five (5) business days following the rectification period granted by Redeia's Contract Company, they provide sufficient financial guarantees, in the sole discretion of the latter, of the normal fulfilment of the Contract or Purchase Order.

13.13. Once the period established by Redeia's Contract Company has elapsed without the cause of breach having been rectified, the latter may terminate the Contract or Purchase Order by writing notice the Supplier, indicating the facts occurred and the reasons for the termination, as well as the date of effective termination of the contractual relationship.

13.14. Redeia's Contract Company shall certify the amounts for the IT Products duly supplied up to the date of notification of the termination, which shall include, where applicable, the amount of the Associated Equipment and/or Materials supplied and/or Associated Services. From said amounts, the corresponding penalties and compensations shall be deducted and the remainder, if any, shall be paid to the Supplier as the final settlement of the Contract or Purchase Order. The settlement balance, if in favour of the Supplier, shall be paid in accordance with the Contractual Documentation. In the event it is in favour of Redeia's Contract Company, it shall be paid without any postponement or delay.

IT Products that are incomplete or unfinished shall not be certified or paid for by Redeia's Contract Company.

The Supplier shall, for its part, immediately return to Redeia's Contract Company the total amount received as an advance payment against the price. In the event that the Supplier fails to return the advance payment, Redeia's Contract Company may enforce the financial guarantee provided by the Supplier, where applicable.

- 13.15.** In no case shall the Supplier have the right to compensation for damages in case of termination of the Contract or Purchase Order due to its breach.

Additionally, the Supplier must indemnify Redeia's Contract Company for the damages caused by its breach, in accordance with the provisions in Conditions 17.1 to 17.3. Redeia's Contract Company may satisfy said indemnity by, among other means:

- a) deducting the compensation amount from the pending payments to the Supplier, even if they correspond to another Contract or Purchase Order, in the case the Supplier is notified reasonably in advance so the Supplier proceeds to the compensation before said discount is applied, and/or
- b) Executing wholly or partially the guarantee provided by the Supplier, where applicable.

- 13.16.** Without prejudice to the compensations for damages that may apply and in order to ensure compliance with the provisions for the scenario of termination due to Supplier breach, Redeia's Contract Company may adopt all or any of the following measures:

- a) withhold pending payments, even if they correspond to another Contract or Purchase Order, in which case it shall communicate this with reasonable advance notice to the Supplier so that the latter may ensure compliance before said withholding is applied, and/or
- b) Execute the guarantees or insurance policies that the Supplier may have establish, even if the correspond to another Contract or Purchase Order, in which case it shall communicate this with reasonable advance notice to the Supplier so that the latter may ensure compliance before said enforcement is applied.

Termination for serious breach by Redeia's Contract Company

- 13.17.** The Supplier may seek the termination of the Contract or Purchase Order solely in the event of a serious and duly evidenced breach of payment obligations by Redeia's Contract Company that are not expressly disputed, by means of formal and reasoned notice to Redeia's Contract Company. The notice must be made by the Supplier with reasonable advance notice adequate to the specific characteristics and the state of performance of the Contract or Purchase Order and, in any case, in a period not less than sixty (60) days prior to the date on which it intends to make it effective, a period which shall be understood as a rectification period so that Redeia's Contract Company may avoid the termination of the Contract or Purchase Order.

- 13.18.** In such case, Redeia's Contract Company shall only pay for IT Products completed or in an advanced stage of completion, in the terms regulated in Condition 13.9, as well as, where applicable, the corresponding indemnity for direct damages that the termination had caused the Supplier, understanding as direct damages the cancellation expenses of the Contract or Purchase Order, which must be sufficiently evidenced by the Supplier, and all of this subject to the limitations and exclusions provided in Condition 17.6.

Continuity plan

- 13.19.** Whatever the cause of termination, the Supplier is obliged to develop and implement a continuity plan ensuring the business continuity of Redeia's Contract Company after the termination of the Contract or Purchase Order, prior to the corresponding settlement of the Contract or Purchase Order.

To this end, the Supplier shall present a continuity plan to Redeia's Contract Company with sufficient advance notice for its review by the latter and, once an agreement is reached on the same, the Supplier shall be in charge of the performance of whatever has been established as provided in said plan.

14. INDUSTRIAL AND INTELLECTUAL PROPERTY

- 14.1** Unless otherwise specified in the Contract or Purchase Order, full ownership over any deliverables, developments, creations or materials, tangible and intangible rights created specifically for Redeia's Contract Company (including source code), regardless of their form or nature, whether capable of protection or not, as well as all derivative rights, including Industrial and Intellectual Property Rights (hereinafter, the "**Results**"), shall vest exclusively in Redeia's Contract Company, with the necessary scope so that Redeia's Contract Company may use and exploit, on an exclusive basis, the aforementioned Results pursuant to the purpose provided in the Contract or Purchase Order and without limitation of time or territory. The ownership of Redeia's Contract Company includes, without limitation, rights of reproduction, distribution, public communication, making available, transformation and creation of derivative works, for any purpose of Redeia's Contract Company and/or Redeia. The Supplier shall obtain, and ensure its employees and subcontractors obtain, all necessary assignments and consents. Likewise, the Supplier shall sign additional documents that are reasonably required by Redeia's Contract Company to evidence and perfect this ownership.

The parametrisations, configurations, connectors, integrations, templates and scripts developed specifically for Redeia's Contract Company by the Supplier shall be deemed part of the Results and shall be owned by Redeia's Contract Company to the extent they do not incorporate Supplier's Elements (as defined below).

The Supplier guarantees the right of Redeia's Contract Company to deploy and operate the Results in any of the following environments: on-premise and cloud (public, private, hybrid), when this is possible or, at least, reasonably demandable depending on the nature of the IT Products supplied.

All content, data, reports, configurations and results generated by Redeia's Contract Company and/or Redeia through the use of the Results shall be the exclusive property of Redeia's Contract Company, without any limitation. The Supplier does not acquire any right over said content and shall not use it except to provide the service to Redeia's Contract Company, pursuant to its instructions and confidentiality duties.

Redeia's Contract Company, as well as third parties designated by it, may modify, correct, maintain and evolve the Results, including without limitation: (i) correction of errors and vulnerabilities; (ii) performance, scalability or security improvements; (iii) new functionalities, integrations and parametrisations; (iv) code refactoring; (v) adaptation to regulatory or technological changes; and (vi) portability to other environments (on-premise and/or public/private/hybrid cloud). During the validity of the Contract or Purchase Order, the Supplier shall provide reasonable technical collaboration, and shall deliver and keep available to Redeia's Contract Company everything reasonably necessary to allow said activities. Modifications, corrections, evolutions or derivative works performed by or for Redeia's Contract Company on Results owned by Redeia's Contract Company shall be the exclusive property of Redeia's Contract Company.

In the event that the Contract or Purchase Order has as its object a supply of IT Products consisting of the granting of a use licence over Software exclusively owned by the Supplier and Results are not generated, Redeia's Contract Company may opt to subscribe a specific licence contract with the Supplier, which shall establish the rights and obligations of each of the parties. In this case, said contract shall prevail over the provisions in these GCC in whatever contradicts them or whatever the former regulates specifically.

- 14.2.** The ownership regulated in the previous section shall in no case include those pre-existing elements owned by the Supplier or third parties licensed to the Supplier (including methodologies, know-how, tools, libraries, base software), not specifically developed for Redeia's Contract Company, incorporated into the Results or necessary for the functioning of the same (including, by way of example, the Supplier's base software incorporated into the Results) (hereinafter, jointly, the "**Supplier's Elements**"). Regarding such Supplier's Elements, or other equivalents in case the former do not exist, to which Redeia's Contract Company may have access, Redeia's Contract Company shall enjoy a limited and non-exclusive licence to use them to the extent and scope strictly necessary for Redeia's Contract Company to exploit the Results, in on-premise and/or cloud (public, private or hybrid) environments of Redeia, pursuant to the aforementioned intended purpose, without this implying in any case a transfer or assignment by the Supplier of intellectual and/or industrial property rights over the Supplier's Elements.

In any case, Redeia's Contract Company shall maintain confidentiality regarding the Supplier's Elements and shall refrain from disclosing them to third parties without the prior written consent of the latter.

- 14.3.** As an exception to the preceding sections, Redeia's Contract Company and/or Redeia may reveal the Supplier's Elements to their legal advisors, auditors

and/or other professional advisors (hereinafter, the "**Advisers**") provided that, at the moment of doing so, Redeia's Contract Company and/or Redeia informs the Advisers that (i) they may not disclose the Supplier's Elements without the prior written consent of the Supplier, and that (ii) the Supplier undertakes no liability before the Advisers in relation to the Supplier's Elements.

14.4. The elements or outputs generated through the use of artificial intelligence within the scope of the IT Products shall be subject to the same regime as the Results created on a bespoke basis for Redeia's Contract Company. The Supplier undertakes not to use data of Redeia's Contract Company nor of Redeia for the supply of IT Products, nor to train, adjust or improve artificial intelligence models (own or third-party), nor shall it permit their retention for such purposes, without the prior written consent of Redeia's Contract Company.

14.5. The Supplier shall indemnify and hold Redeia's Contract Company harmless against any damages, losses, expenses and costs (including advisory, lawyer and court agent fees) that Redeia's Contract Company might incur as a consequence of any third party claim based on the lack of originality of, or infringement of any rights by, the Results (a "**Claim**").

Notwithstanding the above, the Supplier shall have no obligation or be held liable for Claims based on (or, if applicable, regarding the part of the Claim based on):

- a) modifications to the Results that have been performed by Redeia's Contract Company or by any third party, without the Supplier's consent;
- b) the combination of the Results with other elements when this combination is the reason for the infringement.
- c) the use of the Results in a manner contrary to what is specified in the Contract or Purchase Order.

In the event that the Claim reaches judicial proceedings, the Supplier, at the request of Redeia's Contract Company, shall be obliged to present a sufficient financial guarantee guaranteeing the amount of the Claim within a maximum period of ten (10) calendar days counting from the request made by Redeia's Contract Company.

Any claim, judicial or extrajudicial, directed at the Supplier by third parties regarding the Results subject to the Contract or Purchase Order, must be communicated to Redeia's Contract Company via formal notice and as soon as possible after its reception.

14.6. All elements, such as materials, information, knowledge, designs, documents, plans, computer programmes and specifications, as well as copies thereof, delivered to the Supplier for the supply of IT Products, belong to Redeia's Contract Company and shall be of confidential nature (the "**Redeia's Contract Company Materials**").

The Supplier must use Redeia's Contract Company Materials exclusively to perform the Contract or Purchase Order and, without prejudice to the provisions in Condition 16.5, return or destroy them upon termination of the same as

required by Redeia's Contract Company, certifying said return or destruction in writing if so requested. While the Supplier keeps Redeia's Contract Company Materials in its possession, it must maintain at all times adequate precautions for the processing, handling and transmission of the information, in accordance with the current legislation applicable to each Contract or Purchase Order and the confidentiality obligations acquired.

In the event that the Supplier detects, in Redeia's Contract Company Materials, any type of invention or knowledge capable of being protected as an industrial and intellectual property right, it shall inform Redeia's Contract Company of such circumstance without any right deriving therefrom in favour of the Supplier.

15. INFORMATION SECURITY AND CYBERSECURITY

- 15.1. The Supplier undertakes to comply with applicable cybersecurity regulations , which includes compliance with those obligations established in this regard in the Contractual Documentation and in the Annex on Cybersecurity Regime attached to these GCC.

16. CONFIDENTIALITY

- 16.1. The Supplier shall keep absolute confidentiality and shall not use, outside the scope of the Contract or Purchase Order, for its own benefit or that of third parties, any kind of information, whether oral or in writing, in any support, referring to the Redeia's Contract Company or to third parties, as well as any knowledge, result or industrial or intellectual property right of which it becomes aware as a result of the performance of the Contract or Purchase Order (including documentation submitted to the Supplier before the execution of the Contract or Purchase Order), including, but not limited to, all information, idea, concept, report, drawing, diagram, record, specification, rule, manual, model, process, know-how, data, business plans, projections, technique and/or documentation of knowledge which the Supplier has obtained or has had access to or has received as a result of the performance subject to the purpose of the Contract or Purchase Order. Moreover, it shall keep absolute confidentiality regarding the existence of the Contract or Purchase Order, any subsequent addenda or amendments thereto, as well as any Contractual Documentation and any documents related and/or created as a result of said Contract or Purchase Order (hereinafter, all the above, the "**Confidential Information**"), unless the Redeia's Contract Company has previously authorised so in writing.
- 16.2. Notwithstanding the above, the Supplier may disclose said information without the prior authorisation from the Redeia's Contract Company under the following situations: (a) to employees, executives or members of the Board and companies within the same business group that take active and direct part in the performance of the Contract or Purchase Order or that have justified need to know such information ("**Related Parties**"), who shall in turn undertake and maintain the agreed confidentiality. In such case, the Supplier shall personally be liable for any unallowed disclosure by said Related Parties; (b) in the event that, by virtue of a legal, court, administrative or similar order, or within a tax, court, administrative or similar procedure, the Supplier or the Related Parties are required to disclose all

or part of the Confidential Information. This circumstance must be immediately reported -and before any disclosure- to the Redeia's Contract Company, so the Redeia's Contract Company may adopt the adequate measures to disclose only that Confidential Information that may be legally required in accordance with the applicable legislation in each case; (c) in the event such information is of public access or publicly known before it was disclosed to the Supplier; (d) in the event it becomes information of public access, without breach of this Condition, by the Supplier or the Related Parties; (e) when such information was made available to the Supplier or the Related Parties, on a non-confidential basis through a source other than the Redeia's Contract Company, when such source is authorised, at the criteria of the Redeia's Contract Company, for such disclosure; or (f) when the Supplier or the Related Parties already had that information before being reported, provided such information does not come from a source that is banned from disclosing such information to the Supplier.

16.3. The Supplier undertakes to safeguard the supports containing Confidential Information with the greatest diligence, as well as any other sensitive material, and to have for such purpose safe and adequate storage means for the Confidential Information obtained.

16.4. In any event, the Redeia's Contract Company and the Supplier shall agree on the content, means of communication and the date of publication of any press release, notice or communication of any type regarding the existence of the Contract or Purchase Order, or the content of same.

16.5. At the end of the term in the Contract or Purchase Order for any reason whatsoever, the Supplier shall not withhold the Confidential Information and shall return or destroy, at the Redeia's Contract Company's choice, all the oral or written Confidential Information in any support as well as any copies thereof it may have.

The Supplier must also certify in writing to the Redeia's Contract Company that this Confidential Information has been returned or destroyed. Notwithstanding the above, the Supplier may keep a copy exclusively when the Supplier is obliged to do so by the applicable laws or regulations, and/or for its legal defence. In such case, the Supplier must adopt all the necessary safeguarding measures to keep such information confidential.

In order to verify compliance with the obligation stated in the foregoing paragraph, the Supplier undertakes to provide access to the Redeia's Contract Company to carry out any appropriate verification actions.

16.6. The duty of confidentiality shall be kept for at least five (5) years since the termination of the Contract or Purchase Order unless the applicable law states a longer or undefined period.

16.7. Similarly, the Redeia's Contract Company shall keep and shall not disclose the information provided by the Supplier, under the same terms and conditions set in this Condition.

17. LIABILITY

- 17.1.** The Supplier shall be liable to Redeia's Contract Company for the breach of obligations it has assumed by virtue of the Contract or Purchase Order and, in general, those corresponding to it pursuant to the Contractual Documentation. The liability of the Supplier shall be indivisible and may not be transferred to subcontractors, agents or other third parties it employs for the performance thereof, and shall be enforceable from the moment in which the damage or loss is evident.

Where, within the framework of the Contract or Purchase Order the Supplier comprises two or more natural or legal persons, or an association thereof, each and every one of them shall be jointly and severally liable to Redeia's Contract Company for the breach of obligations established thereunder and, in general, for those established in the Contractual Documentation.

- 17.2.** The Supplier's liability shall extend to any damages or loss that, in performance of the Contract or Purchase Order, may be caused to Redeia's Contract Company and the personnel dependent on it. The Supplier's liability towards Redeia's Contract Company for direct damages shall not exceed one hundred per cent (100%) of the total price of the Contract or Purchase Order, and such cap shall include penalties imposed by Redeia's Contract Company on the Supplier.

- 17.3.** Additionally, the Supplier shall be liable and shall hold Redeia's Contract Company and the personnel dependent on it harmless from and against any third parties claims against to Redeia's Contract Company or the personnel dependent on it in respect of damages caused to said third parties (including, without limitation, those caused by death or personal injury), arising from an act or omission of the Supplier, connected with the performance of the Contract or Purchase Order. For these purposes, third parties shall include both natural or legal persons outside the Contract or Order (including subcontractors, agents or other third parties the Supplier employs for the performance thereof) and the personnel of Redeia's Contract Company and the Supplier's Personnel. In these scenarios, the liability of the Supplier to Redeia's Contract Company shall not be subject to any limit.

- 17.4.** Likewise, the Supplier shall be liable and shall hold Redeia's Contract Company harmless against any claims, penalties, sanctions and/or judicial resolutions that stem from or are related to any breach of obligations that applicable environmental, cybersecurity and/or data protection regulations impose on the Supplier and its subcontractors, and/or arising from the initiation of any type of file or procedure by corresponding supervisory authorities and courts, including (without limitation) the Spanish Data Protection Agency and authorities with competence in environmental and cybersecurity matters. In these scenarios, the liability of the Supplier to Redeia's Contract Company shall not be subject to any limit.

- 17.5.** The Supplier's liability shall include the entirety of the expenses Redeia's Contract Company bears (including, among others, lawyer fees, court agent

fees, retainers for both, expert fees, certificates, authorisations, fees, disbursements and mandatory deposits for lodging appeals) by cause of its legal defence against administrative acts, extrajudicial or prejudicial claims, arbitration proceedings and judicial actions of any type directed against it or initiated by Redeia's Contract Company as a consequence of damages caused to Redeia's Contract Company.

- 17.6.** Redeia's Contract Company shall be liable to the Supplier for any damages it might cause it as a consequence of the breach of its obligations contracted by virtue of the Contract or Purchase Order. Except when fraud, gross negligence or any other type of liability that by law cannot be excluded or limited concurs in Redeia's Contract Company, Redeia's Contract Company shall not be liable for eventual loss of profit the Supplier may suffer.

The liability of Redeia's Contract Company to the Supplier for damages may not exceed one hundred per cent (100%) of the total price of the Contract or Purchase Order, except when wilful misconduct, gross negligence or any other type of liability that by law cannot be excluded or limited concurs in it, in which case its liability to the Supplier for any damages shall not be subject to any limit.

Any delay in payment due by Redeia's Contract Company to the Supplier for damages in accordance with the provisions in this section shall generate late payment interest in the terms regulated in Condition 11.18.

18. INSURANCE

- 18.1.** Without prejudice to those additional insurance policies that may be required in the Contractual Documentation, the Supplier shall contract and maintain in force throughout the performance of the Contract or Purchase Order (ensuring that events occurring during the performance of the Contract or Purchase Order remain covered by the contracted policies), and at its own cost, the following insurance policies:

- a) Work accident and social security contributions for all its workers, pursuant to current legislation.
- b) Civil liability insurance covering third parties, in which Redeia's Contract Company appears as additional insured without losing the status of third party, and which guarantees payment of indemnities to which both the Supplier and its subcontractors, as well as Redeia's Contract Company or its personnel, may be liable against third parties, as a result of accidental damages or consequential losses caused to such third parties and/or to Redeia's Contract Company, in the form of bodily injury or property damage, by action or omission, and whether said liability is direct or subsidiary as a consequence of the performance of the Contract or Purchase Order.

Additionally, this insurance shall expressly include guarantees of employer's civil liability, professional civil liability and subsidiary civil liability regarding motor vehicles.

The third-party liability insurance must contemplate a minimum limit of €5,000,000 per claim, and a minimum limit required per victim being not less than €450,000. However, said requirements may be increased or amended in each Contract or Purchase Order attending to concurrent circumstances, as established in the Contractual Documentation.

- c) Errors and omissions insurance and cyber risk and technological risk coverage, regarding eventual liability of the Supplier and its subcontractors, which may arise for damages caused to Redeia's Contract Company, to Redeia and/or to third parties during the performance of their professional activity covering, by way of example, the following events:
 - (i) Introduction or transmission of any form of malicious software to third-party computers, networks, or systems;
 - (ii) Unauthorised access or use of third-party computer systems;
 - (iii) Denial of service attacks;
 - (iv) Security breaches, including infringements of any data protection regulations;
 - (v) Any loss, erasure, destruction, corruption or disclose of data or images for which the Supplier is responsible.
- d) Any other insurance required by applicable laws governing the services performed by the Supplier in relation to the Contract or Purchase Order.

18.2. All aforementioned insurance policies shall operate as primary policies and take precedence over any other that might be applicable. Additionally, said insurance policies must be contracted with insurance entities of recognised solvency and any material change, renewal or cancellation shall be communicated to Redeia's Contract Company, without this implying in any case a breach of commitments acquired regarding insurance pursuant to this Condition.

18.3. When the nature of the insurance allows it, it shall be expressly stated therein that the insurance entity shall pay directly to Redeia's Contract Company the indemnities that, where applicable, proceed.

18.4. The Supplier shall prove the fulfilment of the regulations of the country where the IT Products are supplied, and, where applicable, the Associated Equipment and/or Materials and/or Associated Services, with respect to work accident insurance and social security contributions, by delivering an insurance certificate or similar document, as proof of said coverage.

18.5. Prior to the performance of the Contract or Purchase Order and upon request of Redeia's Contract Company, the Supplier shall provide evidence the contracting, the scope of coverage and the full validity of the required insurance policies, by submitting the corresponding certificates and/or supporting documentation.

18.6. The liability of the Supplier shall not be limited, to the prejudice of Redeia's Contract Company or third parties, by the contracting or lack of contracting of the indicated insurance policies nor by their lack of coverage. In case of a claim, those amounts not covered by the contracted insurance policies shall be borne by the Supplier.

- 18.7.** Notwithstanding the foregoing, the Supplier may, at its sole expense, complementary insurance policies it deems necessary to ensure full coverage of its interests and liabilities that might derive from the Contract or Purchase Order.

The Supplier, under its exclusive responsibility, shall require its subcontractors to subscribe the necessary insurance policies, although this shall not exempt the Supplier from its liability to Redeia's Contract Company.

In all insurance policies contracted in compliance with these GCC, express mention shall be included of exoneration of liability of Redeia's Contract Company with express waiver of the right of recourse and subrogation against it by the insurance entities of said insurance policies.

19. FORCE MAJEURE

- 19.1.** Force majeure shall mean, pursuant to the provisions in Article 1105 of the Civil Code, any unforeseeable and exceptional situation or event outside the will of the parties preventing either of them from fulfilling any of their obligations derived from the Contract or Purchase Order, provided it is not due to error or negligence on their part (in the case of the Supplier, also on the part of a subcontractor), or that, having been able to be foreseen, could not have been avoided even when acting with due diligence ("**Force Majeure**").

- 19.2.** Events of Force Majeure shall be considered for the purposes provided in the previous section, among others, those indicated below, provided they prevent the fulfilment of the Contract or Purchase Order:

- a) Earthquakes, tsunamis, catastrophic fires, flooding in any of those events are officially declared catastrophic.
- b) Damage caused by terrorist acts or violently produced during wartime or by insurrection, sedition or riots.
- c) Legal strikes that exceed the scope of the Supplier's company and whose termination does not depend on the Supplier's decision.
- d) Officially declared epidemics and pandemics, when regulatory measures have been imposed by the Government and/or Administrations, preventing the performance of the Contract or Purchase Order.

- 19.3.** The Supplier may not invoke as a cause of force majeure, among others, the following circumstances:

- a) Meteorological conditions or phenomena that could have been reasonably foreseen by a diligent Supplier and whose harmful effects could have been avoided totally or partially.
- b) Delays or failures produced in the procurement of materials or labour that could be reasonably foreseeable or that could have been avoided or rectified in advance.
- c) Delays of any subcontractor, unless they are themselves a consequence of a cause of force majeure evidenced pursuant to the provisions in this Condition.

- d) Strikes or labour conflicts within the scope of the Supplier or its subcontractors, unless they have a national or sectoral character.
- e) Conditions at the facilities in which the IT Products must be supplied, which should be known by the Supplier prior to the start of the performance of the Contract or Purchase Order.

19.4. The party considering itself affected by a situation of Force Majeure shall notify the other party in writing, as soon as possible and, in any case, within a maximum period of seventy-two hours (72 h) from its occurrence, evidencing the impact on its contractual obligations, the cause and the estimated duration and accompanying, where applicable, those documents evidencing it. Once the situation of Force Majeure is notified and evidenced, the fulfilment of those obligations affected by the Force Majeure shall be suspended, from the moment in which it occurred and for the time it lasts.

19.5. During the time the situation of Force Majeure remains in effect, the party invoking it shall continue fulfilling those obligations not affected by this situation, and shall resume full fulfilment of its obligations upon termination of the situation of force majeure that prevented its complete development.

19.6. Said party shall be obliged to notify the end of the situation of force majeure and the effective resumption of the fulfilment of its obligations to the other party, within a maximum period of seventy-two hours (72 h) from its cessation. In any case, each party shall employ its best efforts to avoid or mitigate the effects of the situation of Force Majeure, as well as to guarantee the continuity of the performance of the Contract or Purchase Order.

19.7. If delays occur due to properly notified and evidenced Force Majeure, the periods stipulated in the Contract or Purchase Order shall be extended as a maximum for a period equal to the delay suffered, with the fulfilment of the other obligations not affected by the circumstance occurred remaining in force.

Notwithstanding the foregoing, if a situation of properly notified and evidenced Force Majeure extends for a continuous or discontinuous period of ninety (90) calendar days or more, either of the parties may terminate the Contract or Purchase Order by written notification to the other party with a minimum advance notice of fourteen (14) calendar days.

Additionally, Redeia's Contract Company may terminate the Contract or Purchase Order if the situation of properly notified and evidenced Force Majeure (i) extends for a time exceeding ten per cent (10%) of the duration thereof, or it is reasonably foreseeable that it will extend for more than that period; or (ii) generates additional costs in Redeia's Contract Company, to maintain the validity of the Contract or Purchase Order, exceeding twenty per cent (20%) of its price.

In the event that termination due to Force Majeure is urged by the Supplier, the latter must evidence via formal notice the absolute (and not temporal) impossibility of fulfilling its contractual obligations. Otherwise, it shall not be entitled to exercise such termination right.

19.8. In the event that the Supplier has invoked a situation of Force Majeure as justification for the total or partial abandonment of its contractual obligations, and finally the qualification as such of the invoked situation is not appropriate, Redeia's Contract Company may penalise the Supplier with the penalty amount resulting, where applicable, by virtue of Condition 14, for the days in which a delay motivated by the undue invocation of Force Majeure has effectively occurred.

19.9 The recognition of a situation of Force Majeure and the delay arising therefrom, where applicable, shall not entail any modification to the agreed prices nor give rise to economic compensations or indemnities in favour of the Supplier nor imply any additional charge for Redeia's Contract Company.

Each party shall bear its own costs and expenses resulting from the Force Majeure situation, without them being able to be transferred to the other party.

Neither party may demand from the other reimbursement of costs, indemnities, losses or expenses (including those derived from the extension of periods) resulting directly or indirectly from the situation of Force Majeure.

20. ETHICS AND COMPLIANCE. SUSTAINABILITY

Ethics and compliance.

20.1. The Supplier undertakes to carry out its activities and adopt all reasonable control measures to ensure that, within the framework of the Contract or Purchase Order, both the Supplier and its subcontractors meet the highest business conduct standards, among which the following specific principles and concrete measures are included:

- a) To promote an ethical and compliance culture based on the principle of zero tolerance to corruption, money laundering or financing of terrorism and the commission of other unlawful acts, and support for ethical conduct, in accordance with the ethical values and principles contained in Redeia's Supplier Code of Conduct.
- b) Maintain and/or promote ethical practices consistent with the conduct guidelines included in Redeia's Supplier Code of Conduct, and comply with everything established therein. The Redeia's Supplier Code of Conduct is aligned with the ethical values of respect, integrity and sustainability, as well as with the principles contained in Redeia's Code of Ethics and Conduct and in Redeia's Compliance Policy. To facilitate compliance, Redeia's Contract Company offers the Supplier and its subcontractors the possibility of addressing the Ethics Manager who shall receive and process in a confidential manner reports and communications regarding breaches relative to the principles of Redeia's Supplier Code of Conduct, through the ethical and compliance channel enabled on Redeia's website.
- c) To set the necessary due diligence measures for an adequate selection and follow up of the clients, suppliers, partners and any other third party's integrity.

- d) To have a compliance system adjusted to their specific circumstances and capable of detecting and preventing all practices that may be related to corruption, money laundering or financing of terrorism, as well as other crimes of similar nature. The Supplier shall appoint a qualified representative that shall certify the existence of such a system and the continuity of its implementation in Redeia.

20.2. The Supplier declares, guarantees and undertakes that:

- a) It has no knowledge, nor has it been notified of information requests or any other document from which it can reasonably be inferred that the Supplier, any of its representatives or any of the subcontractors appointed pursuant to the Contract or Purchase Order, are being investigated for offences of corruption, money laundering or terrorism financing, as well as other crimes of a similar nature.
- b) Neither the Supplier nor the subcontractors appointed pursuant to the Contract or Purchase Order are included in any international sanctions list.
The Supplier undertakes to inform Redeia's Contract Company immediately of any change in the content of these declarations.

20.3 Likewise, the Supplier declares, guarantees and undertakes to:

- a) Know the content of Redeia's Code of Ethics and Conduct and Redeia's Compliance Policy, and interpret Redeia's Supplier Code of Conduct in accordance with the ethical values and principles set out therein.
- b) Maintain, from the formalisation of the Contract or Purchase Order and in the future, its books and other accounting documentation relative to the Contract or Purchase Order, including that relative to payments made to third parties, complete and truthful, in accordance with generally accepted accounting principles pursuant to applicable regulations.
- c) Not make political contributions, donations or any other type of illegal payment or commission related to the Contract or Purchase Order or to any activity related thereto.
- d) Immediately communicate to Redeia's Contract Company (i) the existence of any unlawful act regarding corruption, money laundering or terrorism financing, as well as other crimes of a similar nature by the Supplier or its subcontractors; (ii) any information request it receives in this regard; or (iii) the existence of documents from which it can reasonably be inferred that the Supplier or its subcontractors are being investigated for such offences.
- e) Identify any situation, fact or circumstance that could pose a conflict of interest in the performance of the Contract or Purchase Order, and communicate it immediately through the ethics and compliance channel enabled on Redeia's website.

In this regard, the Supplier guarantees and undertakes to prevent situations that may give rise to conflicts of interest, for which purpose it must adopt reasonable measures for the detection thereof.

It shall be the responsibility of Redeia's Contract Company to assess whether the information communicated by the Supplier may imply a conflict of interest such that it implies the Supplier's incompatibility to supply the IT Products. Should this be considered the case, Redeia's Contract Company may require the Supplier to adopt all necessary measures to put an end to the situation, fact or circumstance generating said conflict of interest or, if it deems it appropriate, proceed to the termination of the Contract or Purchase Order.

Sustainability

- 20.4. The Supplier declares it knows and accepts, and undertakes to comply with, the provisions in the Contractual Documentation regarding circular economy, climate change and biodiversity criteria, and guarantees the minimisation of resource use and the promotion of reuse, recovery and recyclability of its supplies throughout their entire life cycle.
- 20.5. The Supplier shall be responsible for compliance, by its suppliers and subcontractors, with the sustainability criteria to which the former is obliged.
- 20.6. Non-compliance with the provisions in Condition 20 shall be considered a serious breach of the Contract or Purchase Order which shall entitle Redeia's Contract Company to terminate the same due to Supplier breach, in accordance with Condition 13.11.

21. DATA PROTECTION

Information and access to personal data of the Supplier

- 21.1. Redeia's Contract Company informs the Supplier, and the Supplier informs Redeia's Contract Company, that they shall process personal data of their employees, representatives, collaborators and third parties, based on the minimum contact details necessary to manage the IT Products, as well as the data of the signatory of the Contract or Purchase Order (hereinafter, any of them, the **"Interested Party"**) for contract management purposes, having as the lawful basis for processing (i) the Parties' legitimate interest in performing the Contract or Purchase Order, where the Supplier is a legal person; and (ii) the performance of the Contract or Purchase Order, where the Supplier is a natural person. The personal data shall be processed during the period the supply of the IT Products lasts and, once this has ended, during the period stipulated in current regulations or during the period that it may be required by a judge or court. The recipients of this data may be the rest of the Redeia companies, as well as those service providers of Redeia that must have access to the personal data of the Interested Parties in order to provide their services (data processors). Some of these service providers are located outside the European Economic Area. In this case, Redeia's Contract Company undertakes to ensure that such transfers are covered by one of the mechanisms provided for in the GDPR. The Interested Parties have the right to exercise the rights of access, rectification, erasure, objection, portability and limitation of processing. The Interested Parties may file a complaint, in case of dissatisfaction in the exercise of their rights, before the

Spanish Data Protection Agency. Additional information on the processing of personal data for each Redeia Contract Company (including the personal data of the Data Protection Officer of Redeia's Contract Company) can be consulted in the Privacy Policy, accessible via Redeia's website. Redeia's Contract Company and the Supplier remain obliged to inform the Interested Parties regarding the scope, nature, purposes and context of this processing. The Interested Parties may contact Redeia's Contract Company and the Supplier through the channels identified in the Contract or Purchase Order.

Services without personal data processing

- 21.2. Access to personal data under the responsibility of Redeia's Contract Company is prohibited. Notwithstanding the foregoing, in the event that, accidentally, by reason of the contractual relationship maintained with Redeia's Contract Company, the Supplier has access to any personal data, the Supplier undertakes to maintain secrecy regarding the same.
- 21.3. In the event that the Supplier breaches regulations on personal data protection, the Supplier shall hold Redeia's Contract Company harmless from liabilities of an administrative or civil nature that could arise from its breach.

Services with personal data processing

- 21.4. In cases where, for the supply of the IT Products subject to the Contract or Purchase Order, it is necessary for the Supplier or its Personnel to process, on behalf of Redeia's Contract Company, personal data regarding which Redeia's Contract Company acts as data controller, said processing of personal data by the Supplier, necessary for the performance of the obligations subject to supply by the Supplier to Redeia's Contract Company, shall be carried out acting as Data Processor of Redeia's Contract Company pursuant to current regulations. In this case, prior to the start of the processing, the parties shall complete and subscribe to the corresponding data processing agreement required by current regulations, which shall be that provided by Redeia's Contract Company and which, in any case, shall prevail over the provisions in these Conditions.
- 21.5. In particular, and regardless of the provisions in the data processing agreement, the Supplier, in accordance with applicable regulations, undertakes to comply with and enforce upon all its Personnel and, where applicable, suppliers and subcontractors, the following obligations:
 - a) Observe whatever provisions, technical and organisational measures may be necessary and execute all those acts demandable to ensure strict compliance with the obligations corresponding to it, in accordance with current legislation and with the good practices of the sector, as Data Processor. In relation to technical and organisational measures, the Supplier undertakes to adopt, and ensure that all its Personnel and, where applicable, suppliers and subcontractors adopt and comply with, as a minimum, those technical and organisational measures listed in the Annex on Cybersecurity Regime.

- b) Process the personal data to which it has access by virtue of this Contract or Purchase Order solely and exclusively when necessary for the supply of the IT Products agreed in the Contract or Purchase Order, and solely and exclusively to comply with the obligations set out therein, always in accordance with the documented instructions provided to it by Redeia's Contract Company.

21.6. The obligations established for the Supplier in this Condition, in the data processing agreement and in regulations on personal data protection, shall also be of mandatory compliance for its Personnel, suppliers and subcontractors, it being its responsibility that they comply with these obligations. The Supplier is obliged to ensure that no natural or legal person outside its organisation accesses the personal data that the Supplier processes on behalf of Redeia's Contract Company for the purpose of the supply of IT Products, regardless of the contractual relationships that Redeia's Contract Company might have with third parties.

The Supplier shall inform its Personnel and, where applicable, suppliers and subcontractors, of the obligations established in this Condition, in the data processing agreement and in regulations on data protection, issuing whatever warnings are appropriate, and shall sign with its Personnel and, where applicable, suppliers and subcontractors whatever documents are necessary in order to ensure compliance with such obligations.

21.7. In the event that the Supplier, its Personnel, collaborators, or any of its sub-processors should breach these Conditions, the provisions in the data processing agreement and/or regulations on personal data protection, the Supplier shall answer to Redeia's Contract Company according to the provisions in the data processing agreement.

21.8. Both Redeia's Contract Company and the Supplier undertake to comply with applicable legislation regarding the protection and processing of personal data in force in the country where Redeia's Contract Company is resident.

22. APPLICABLE LAW AND DISPUTE RESOLUTION

22.1. Unless provided otherwise in the Contractual Documentation, the legislation in force in the country in which Redeia's Contract Company resides shall be applicable, and the Contract or Purchase Order shall be construed accordance thereof. Any dispute that may arise is subject to said legislation. The Supplier is obliged to know the tax legislation of the country where it will supply the IT Products in order to bear any taxes set out in the tax law country corresponding to such country.

22.2. Unless the Contractual Documentation provides another dispute resolution mechanism, any litigation, discrepancy, matter or claim resulting from the execution or construction of the Contract or Purchase Order or related thereto, directly or indirectly, shall be submitted to the courts and tribunals corresponding to the address where the Redeia's Contract Company resides, the Supplier expressly waiving its own jurisdiction or that which might accrue to it.

23. NON-EXCLUSIVITY

- 23.1. Redeia's Contract Company shall not be obliged any exclusivity agreement with respect to the Supplier regarding possible additional Contracts or Purchase Orders, of any nature, which the Supplier may be interested in entering into or formalising.
- 23.2. Without prejudice to any offer that Redeia's Contract Company might receive from the Supplier, Redeia's Contract Company shall have the right to formalise any additional Contract or Purchase Order with a third party.

24. NOTICES AND LANGUAGE

- 24.1. All communications between the Supplier and Redeia's Contract Company, regarding to the Contract or Purchase Order, shall be in Spanish and in writing. They shall be deemed they have been duly made if delivered in person (via signature with acknowledgement of receipt), via burofax with certificate of content or via email to the addresses specified in the Contractual Documentation, provided that in all these cases a record is kept of their due receipt and content by the recipient or recipients.
- 24.2. Any change of addresses or person for purposes of providing notice must be immediately reported to the other Party in accordance with the rules set forth in this condition. Inasmuch as one Party does not receive a notification of change, the notifications sent in accordance with the previous data shall be considered valid.

25. FULL VALIDITY OF THE CONTRACT OR PURCHASE ORDER

- 25.1. The illegality, invalidity or ineffectiveness of any of the Conditions of these GCC, or of those provided in the rest of the Contractual Documentation, shall not affect the effectiveness of the rest provided that the rights and obligations of the parties, derived from the Contract or Purchase Order, are not affected in an essential manner. By ssential is understood as any situation that may severely damage the interests of any of the parties, or that affects the purpose of the Contract or Purchase Order.
- 25.2. In such case, Redeia's Contract Company and the Supplier shall endeavour to replace said Conditions with other licit, valid and/or effective ones, whose economic result approximates as much as possible to those replaced, or to integrate them with others that, in accordance with the Law, meet to the purpose of the replaced conditions.

26. COUNTRY ANNEX – PERU

The following Conditions described below shall apply in substitution of those identified in the General Conditions of Contract:

The following Condition applies and replaces Condition 6.9:

The Supplier shall provide Redeia's Contract Company with the following information:

- a) Certification from the Social Health Insurance (EsSalud) and to the Pension Fund Administrators (AFPs) or Office of Pension Normalisation (ONP), as the case may be, stating it is fully up to date with regards to the contributions of the employees that take part in the provision of the Services

The Supplier expressly declares that all Personnel participating in the supply of IT Products are affiliated in the Contributory Regime of the Social Health Insurance and in the National Pension System or in the Private Pension Fund Administration System, as the case may be.

The Supplier, as the sole party responsible for all Personnel assigned to the supply of IT Products, shall be liable before the Ministry of Labour and Employment Promotion and Labour Courts of Justice for the proper compliance and application of current laws, especially for all matters related to labour, social security, pension system, and health and, and safety at work.

At any time required by Redeia's Contract Company, the Supplier shall certify compliance with said obligations and, in particular, that it is up to date in the payment of salaries and social security contributions of the Personnel assigned to the supply of IT Products.

- b) The following tax certificates, in accordance the tax law in force:

- In the case of a Supplier acting without a fiscal domicile in Peru:

- In the event that a double taxation avoidance agreement exists signed between the Supplier's country of residence and Peru, and the Supplier invokes the application of any provision thereof, the latter must deliver to Redeia's Contract Company the corresponding certificate of residence, evidencing that it is a fiscal resident in its country for the purposes of the provisions in said agreement and that, by virtue thereof, it is subject to taxes in said country, and the income qualification granted by the country of residence of Redeia's Contract Company shall apply. Said certificate must be delivered prior to the formalisation of the Contract or Purchase Order and, additionally, with the invoice issued by the Supplier. Redeia's Contract Company shall not be responsible for payment delays that may result from the non-provision of the fiscal residence certificate.

This certificate, for Peruvian fiscal purposes, has a validity of four (4) months from its issuance; therefore, those certificates delivered by the Supplier to Redeia's Contract Company must not be older than four (4) months from their issuance. In the event that, by internal regulations of the Supplier's country of residence, the residence certificate establishes a validity period of less than

four (4) months, such certificate, at the time the Supplier delivers it to Redeia's Contract Company, must be valid. Once its validity period has elapsed, the Supplier must provide a new certificate.

The Supplier shall deliver new certificates of residence when required by Redeia's Contract Company, when, between the date on which it received the previous certificate and the date on which it must comply with the tax obligation that shall be subject to an agreement to avoid double taxation, such certificate has lost validity or should modification occur regarding the circumstances determining its content.

The delivery of the certificates within the aforementioned period shall be a necessary condition for payment of any amount related to the Contract or Purchase Order.

- c) Where applicable, the occupational risk assessment including the risk sheet, the appropriate safety measures and the preventive schedule attending to the activity to be developed, the risks inherent to the Redeia facilities in which it supplies IT Products, and the Technical Specifications delivered. The documentation shall be delivered by the Supplier using the means and IT applications indicated by Redeia's Contract Company.
- d) If applicable, provide evidence of having imparted to its Personnel the necessary training for the correct supply of IT Products and, in particular, for the correct use of machinery and other tools or work implements employed in the supply of IT Products.

Said training must be evidenced at the request of Redeia's Contract Company periodically and always before access to Redeia facilities.

- e) The risk assessments referred to in clause 4. c. of the Annex on Cybersecurity Regime.
- f) Any other documentation that is compulsory by application of current regulations (Safety Study, etc.).

The following Condition applies and replaces Condition 7:

In the event that the supply of IT Products requires in-person access to electrical facilities, corporate buildings or work centres of Redeia, the provisions established in the Seventh Condition of Redeia's General Conditions of Contract for Services regarding employment law, safety, occupational health and environmental obligations, which the Supplier declares to know and accepts, shall apply.

The following Condition applies and replaces Condition 11.3:

The price includes all taxes (excluding General Sales Tax—IGV) levying the purpose of the Contract or Purchase Order, or which accrue by reason of the same. If the Supplier is a non-resident, and provided it is appropriate to withhold tax on non-resident income, Redeia's Contract Company shall withhold from the payment of the price the amounts

resulting from the application of current regulations and from the requirements and communications of the bodies of the Public Administration bodies and of the courts.

The following Condition applies and replaces of Condition 13.11 a):

Redeia's Contract Company may terminate the Contract or Purchase Order, wholly or partially, by means of formal notice to the Supplier, without the latter being able to claim compensation, in the cases authorised by law or when any of the following causes concur:

- a) The declaration of insolvency, bankruptcy or judicial liquidation, or when the existence of a situation of insolvency proceeding in accordance with the provisions of the General Law of the Insolvency System is declared with regard to the Supplier, or when the Supplier initiates a preventive insolvency proceeding pursuant to that established in said regulation.

The following Condition applies and replaces of Condition 21.1:

Redeia's Contract Company informs the Supplier and the Supplier informs Redeia's Contract Company that they shall process personal data of their employees, collaborators and third parties based on the minimum contact details necessary to be able to manage the IT Products, as well as data of the signatory of the Contract or Purchase Order (hereinafter, any of them, the "**Interested Party**") for contract management purposes, having as the lawful basis for processing the performance of a contractual relationship pursuant to the provisions in article 14, subsection 5 of the Personal Data Protection Law (Law 29733) ("**LPDP**"). The personal data shall be processed during the period the supply of the IT Products lasts and, once this has ended, during the period stipulated in current regulations or during the period that it may be required by a judge or court. The recipients of this data may be the rest of the Redeia companies. In the event it proves necessary pursuant to the LPDP, the Supplier must obtain from the Interested Parties the respective consent for the delivery of their personal information to Redeia's Contract Company. The Supplier guarantees to Redeia's Contract Company that the personal information of its workers, collaborators and third parties that is delivered to Redeia's Contract Company shall count, if necessary, with sufficient consents for its transfer. The Interested Party has the right to exercise the rights of access, rectification, erasure, opposition, portability and limitation of processing. Additional information on the processing of personal data for each Redeia Contract Company can be consulted in the Privacy Policy, accessible via Redeia's website. Redeia's Contract Company and the Supplier remain obliged to inform the Interested Parties regarding the scope, nature, purposes and context of this processing. The Interested Parties may contact Redeia's Contract Company and the Supplier through the channels identified in the Contract or Purchase Order.

The following Condition applies and replaces of Condition 21.2:

Access to personal data for which the Redeia's Contract Company is responsible is strictly prohibited. Notwithstanding the foregoing, in the event that, accidentally, by reason of the contractual relationship maintained with Redeia's Contract Company, the Supplier should have access to any personal data, the Supplier undertakes to guarantee the security and protection regarding the same.

The Supplier acknowledges that the information to which it accesses in the framework of the Contract or Purchase Order (including any personal data) has a confidential nature, and therefore may not communicate it to other persons, unless with prior express authorisation from Redeia's Contract Company. The duty of confidentiality established in this Condition shall be maintained even once the contractual relationship has ended and for a period of up to fifteen (15) years after the termination of the existing contractual relationship, for whatever cause.

The following Condition applies and replaces of Condition 21.3:

In the event that the Supplier breaches regulations on personal data protection, the Supplier shall hold Redeia's Contract Company harmless from liabilities of an administrative or civil nature that could arise from its breach. This duty to hold Redeia's Contract Company harmless comprises not only the payment of potential indemnities, penalties and/or sanctions that may be imposed by competent authorities, but also obliges the compensation of all costs and expenses related to the defence of Redeia's Contract Company and its personnel.

The following Condition applies and replaces of Condition 21.4:

In cases where, for the supply of the IT Products subject to the Contract or Purchase Order, it is necessary for the Supplier or any of its employees to have access to the personal data incorporated in the files for which Redeia's Contract Company is responsible, said access does not constitute transfer (processing) of personal data, but of simple access to the same by the Supplier, necessary for the performance of the obligations subject to supply by the Supplier to Redeia's Contract Company and, therefore, acting as Data Processor of Redeia's Contract Company pursuant to current regulations. The purpose of this Condition is to establish the obligations and responsibilities of the Parties regarding the personal data files of Redeia's Contract Company ("the Files"), to which the Supplier has access exclusively for the fulfilment of the supply of IT Products subject to the Contract or Purchase Order without prejudice to the particularities that shall be established in the corresponding data processing agreement required by current regulations that must be subscribed by Redeia's Contract Company and the Supplier regardless of whether Redeia's Contract Company acts as data controller or the Supplier does so.

The following Condition applies and replaces of Condition 22.2:

In the event of a dispute, and provided the same cannot be resolved directly via negotiation of the parties in a maximum period of fifteen (15) calendar days computed from the date on which one of the parties notifies the other of its decision to initiate the negotiation, it shall be resolved in each case by an arbitrator, who shall decide the controversy in a single instance, without further recourse, who shall be designated by mutual agreement by the parties in due course. If the Parties do not reach an agreement regarding the appointment of the arbitrator, the designation shall be performed by the National and International Arbitration Centre of the Chamber of Commerce of Lima, in accordance with its Regulations, to whose rules, administration and decision the parties submit unconditionally, declaring they know and accept them in their entirety. Failing agreement, the appointment is performed by the Superior Arbitration Council of the

National and International Arbitration Centre of the Chamber of Commerce of Lima. The Parties expressly reserve the right to recuse or veto up to five arbitrators of those proposed by the Chamber. The arbitrator appointed in accordance with this Condition shall be expressly empowered to resolve any matter related to his/her competence or jurisdiction.

27. COUNTRY ANNEX – CHILE

The following Conditions described below shall apply in substitution of those identified in the General Conditions of Contract:

The following Condition applies and replaces of Condition 4.3:

Such authorisation must be requested in writing to Redeia's Contract Company with the indication of the assignee and with the necessary advance notice so that delays do not occur in the supply of IT Products. Any assignment made without this authorisation shall be unenforceable against Redeia's Contract Company.

The following Condition applies and replaces of Condition 5.6:

The Supplier shall hold Redeia's Contract Company harmless from and against any action, lawsuit or claim before any Tribunal of Justice or administrative authority filed by any of the Supplier's employees.. Consequently, the Supplier shall be responsible for the judicial and extrajudicial defence and, as the case may be, indemnify workers, directors, agents, attorneys, associated companies or related companies, against any prejudice, actions, lawsuits, legal proceedings, attachments, judgements, fines, sanctions, costs and expenses, including legal fees and expenses caused by or derived from:

- a) Infringement or non-compliance, by the subcontractors, their workers or representatives, of trade, safety, environmental regulations, and, in general, of any law, ordinance, decree, regulation or instruction emanating from the authority applicable to it;
- b) Labour and/or civil claims or lawsuits for any cause against Redeia's Contract Company by the Supplier's workers, former workers, consultants or advisors, including their relatives and/or heirs;
- c) The declaration of existence of an employment relationship between a worker, consultant or advisor of the Supplier and Redeia's Contract Company;
- d) Deficient safety and/or hygiene conditions in the workplace under its charge.
- e) Non-compliance by the Supplier with its contractual and/or legal obligations regarding its workers (AFP, Fonasa, Isapres, Law on Work Accidents, Unemployment Insurance, tax withholding, etc.);
- f) Claims or lawsuits by virtue of joint and several or subsidiary liability that could be attributed to Redeia's Contract Company occasioned by labour and/or pension obligations of the Supplier; and
- g) Damages, claims or lawsuits of any nature against Redeia's Contract Company, originating in the non-compliance by the Supplier of any of its legal or contractual obligations.

In any such case, Redeia's Contract Company may withhold any sum owed to the Supplier to ensure payment of the said indemnities.

The obligations set out in this Condition shall become enforceable upon Redeia's Contract Company being notified of the lawsuit, claim, or trial; or, where applicable, as soon as it

has made any payment or disbursement in connection with the same, without prejudice to any restitution arising from a favourable ruling on pending appeals.

The following Condition applies and replaces of Condition 6.9:

The Supplier shall provide Redeia's Contract Company with the following documentation:

- a) Sworn Statement by means of which the Supplier expressly declares that all Personnel participating in the supply of IT Products are registered in the General Regime of the Social Security.

The Supplier, as the sole party responsible for all Personnel destined to the supply of IT Products, shall answer to the Labour Administration and Courts of Justice of the country where it will supply the IT Products, for the correct compliance and application of current legislation, especially in labour, social security and occupational risk prevention matters.

At any time that Redeia's Contract Company so requires, the Supplier must evidence compliance with said obligations and, in particular, of being up to date in the payment of salaries and social security contributions of the Personnel assigned to the supply of IT Products.

- b) For said accreditation of payment and compliance with social laws, the Supplier must present to Redeia's Contract Company the certificates; Forms F-30 "Certificate of labour and pension background" and form F30-1 "Certificate of compliance with labour and pension obligations" both evidencing the payments indicated in Chilean legislation.
- c) The following tax certificates, in accordance with current tax regulations:

- In the case of a Supplier acting without a fiscal domicile in Chile:

- In the event that a double taxation avoidance agreement exists signed between the Supplier's country of residence and Chile, and the Supplier invokes the application of any provision thereof, the latter must deliver to Redeia's Contract Company the corresponding certificate of residence evidencing that it is a fiscal resident in its country for the purposes of the provisions in said agreement in question and the income qualification granted by the country of residence of Redeia's Contract Company shall be heeded. Said certificate must be delivered prior to the entering into of the Contract or Purchase Order and, additionally, with the invoice issued by the Supplier. Redeia's Contract Company shall not be responsible for payment delays that may result from the non-provision of the fiscal residence certificate.

This certificate has a validity of twelve (12) months from its issuance unless, by internal regulations of the country of residence of Redeia's Contract Company, a shorter period is established. Once its validity period has elapsed, the Supplier must provide a new certificate.

- Certificate of inclusion of the Supplier in the Registry of Intra-Community Operators, and communication to Redeia's Contract Company of its

complete VAT identification number in the event it is registered in the European Union, for the purposes of the application of the VAT Information Exchange System (VIES).

The Supplier shall deliver to Redeia's Contract Company new positive certificates, prior to the expiration of the twelve (12) month period from the date of issuance of those in force at any time, unless the specific regulation of the tax certificate establishes a different validity or modifications of the circumstances determining its content occur.

The delivery of the certificates within the mentioned period shall be a necessary condition for proceeding with the payment of any amount linked to the Contract or Purchase Order.

- d) The Supplier, complying with the provisions of the Chilean legislation framework, and in condition of supplying IT Products to Redeia's Contract Company, shall present to the latter each and every one of the points cited in the document List of Documents and Background Information demandable from Suppliers and Subcontractors, corresponding to each work centre of Redeia's Contract Company in which they operate. Ensure compliance with the provisions of the Labour Code and Law 20.123 regulating work under a Subcontracting regime and, likewise, in exercise of the principle of the Right to Information assisting Redeia's Contract Company, the latter shall have the right to be informed by the Supplier regarding the amount and state of compliance with labour and pension obligations corresponding to them regarding their workers, as well as regarding the same type of obligations that subcontractors have with their workers.

Where applicable, the occupational risk assessment including the risk sheet, appropriate safety measures and preventive planning attending to the activity to be developed, the risks inherent to the Redeia facilities in which it supplies IT Products and the Technical Specifications delivered. The documentation shall be delivered by the Supplier using the means and IT applications indicated by Redeia's Contract Company.

- e) Where applicable, evidence of having imparted to its Personnel the necessary training for the correct supply of IT Products. In particular, this covers the correct use of machinery and other tools or work implements employed in the supply of IT Products. Said training must be evidenced periodically and always before access to Redeia facilities.
- f) The risk assessments referred to in clause 4. c. of the Annex on Cybersecurity Regime.
- g) Any other documentation that is mandatory by application of current regulations (Safety Study, etc.).

The following Condition applies and replaces of Condition 7:

The provisions established in the Seventh Condition of Redeia's General Conditions of Contract for Services regarding employment law, safety, occupational health and

environmental obligations, as well as those corresponding to the Country Annex, which the Supplier declares to know and accepts, shall apply.

The following Condition applies and replaces of Condition 8.4:

The completion or delivery date may not be delayed, nor the performance period extended, except for facts attributable to Redeia's Contract Company and recognised by it, or for causes of force majeure or fortuitous event.

For the delay determined by said facts or causes to be taken into consideration, it is an essential requirement that its commencement and termination be brought by the Supplier to the knowledge of Redeia's Contract Company in writing and within a maximum period of forty-eight (48) hours from when they occur.

If the performance period were prolonged due to any cause of force majeure or fortuitous event, for a time exceeding a quarter of the former, or if it is reasonably foreseeable that it will be prolonged for more than that time, Redeia's Contract Company may unilaterally terminate the Contract or Purchase Order.

The following Condition applies in complement to Condition 11.12:

Payments shall always be made against an invoice presented by the Supplier and exclusively to the holder thereof. The foregoing is without prejudice to the right to recognise Law No. 19.983 regulating the transfer of the third copy of invoices.

The following cause applies and replaces of Condition 13.11 a):

Being subject to a Bankruptcy Reorganisation Procedure, provided that the Bankruptcy Financial Protection period has ended in accordance with the terms of Article 57 of Law 20.720, or being subject to a Bankruptcy Liquidation Procedure.

The following Condition applies and replaces of Condition 19.1:

For the purposes of the Contract or Purchase Order, the Parties shall be governed by the definition of Force Majeure or Fortuitous Event established in article 45 of the Chilean Civil Code. In the event that the occurrence of an event of Force Majeure or Fortuitous Event, duly proven, totally or partially incapacitates any of the Parties to comply with their obligations contracted by virtue of these GCC, compliance with said obligation may not be demanded of said affected Party while the incapacity subsists and provided the breaching Party deploys its best efforts to overcome or mitigate the effects of said breach.

The following Condition applies and replaces of Condition 22.2:

In the event of a dispute, and provided the same cannot be resolved directly via negotiation of the parties in a maximum period of fifteen (15) calendar days computed from the date on which one of the parties notifies the other of its decision to initiate the negotiation, it shall be resolved each time by an arbitrator, who shall decide the controversy in a single instance, without further recourse, who shall be designated by mutual agreement by the parties in due course. If the Parties do not reach an agreement regarding the appointment of the arbitrator, the designation shall be performed by the Chamber of Commerce of Santiago A.G. which, at the written request of any of the parties,

designates an arbitrator *ex aequo et bono* regarding procedure and at law regarding the ruling, from among the members of the arbitral corps of the Arbitration and Mediation Centre of Santiago, pursuant to the Arbitration Procedural Regulations of the Arbitration and Mediation Centre of Santiago in force at the moment of requesting it, to whose rules, administration and decision the parties submit unconditionally, declaring they know and accept them in their entirety. The arbitrator appointed in accordance with this Condition shall be expressly empowered to resolve any matter related to his/her competence or jurisdiction. The seat of the arbitration shall be the city of Santiago de Chile. The language of the arbitration shall be Spanish.

28. ANNEX – REGIME ON CYBERSECURITY

1. **Scope and compliance with applicable regulations.** This annex to the General Conditions of Contract (the “**Annex**”) establishes the minimum technical, operational and organisational measures that the Supplier undertakes to implement regarding cybersecurity in relation to the subject matter of the Contract or **Purchase Order**. Without prejudice to the measures comprised in this Annex, the Contractual Documentation may establish other more specific measures depending on the specificities of the subject matter of the Contract or **Purchase Order**, which shall be based on an all-hazards approach aimed at adequately protecting the Assets of Redeia’s Contract Company and the Assets of the Supplier (as these two terms are defined below) adequately in relation to the risks posed. Likewise, and without prejudice to regulations in this Annex and in the rest of the Contractual Documentation, the Supplier shall adopt all those measures not expressly contemplated herein that are necessary or appropriate to maintain the security of the Assets of Redeia’s Contract Company and of the Assets of the Supplier.

Without prejudice to all other obligations assumed by virtue of this Annex, generally and in compliance with the provisions in cybersecurity regulations, the Supplier must guarantee (and if necessary, be able to evidence) compliance with any legislation, regulation, decision or recommendation of competent authorities, of both a national and international nature, that applies to the resources and assets of both Redeia’s Contract Company and the Supplier linked to the Contract or **Purchase Order** including, without limitation, rules on cybersecurity, security, network and information systems security, information security, personal data protection, resilience and protection of critical entities and infrastructures.

The Supplier guarantees that the performance of the Contract or **Purchase Order** does not entail any breach of said regulations, either by the Supplier or by Redeia’s Contract Company.

2. **Scope of application.** This Annex and the minimum technical, operational and organisational measures included herein shall be applicable to all the technological infrastructure, critical infrastructures, information, control, management and operation systems, communications infrastructure required and/or used for the performance of the Contract or Order, whether or not subject to regulated environments, data, communications, processes or information networks and systems; as well as to all information created, copied, collected, processed, transmitted or stored in connection with performance of the Contract or **Purchase Order**, whether internal, external, public, confidential or secret nature, of Redeia’s Contract Company (all the foregoing, hereinafter, “**Assets of Redeia’s Contract Company**”) and of the Supplier (all the foregoing, hereinafter “**Assets of the Supplier**”).
3. **Subcontracting.** The Supplier shall contractually require all subcontractors participating in the performance of the Contract or **Purchase Order** to comply with the technical, operational and organisational measures set out in this Annex, and shall continuously monitor such compliance. Likewise, prior to subcontracting, the Supplier shall verify that such subcontractors are able to comply and do comply with the security measures required in this Annex.

Redeia's Contract Company may, at any time, supervise and inspect compliance with the subcontractor's obligations through the Supplier, who shall provide all cooperation that may be necessary for this (among others, contractual documentation and that relative to prior audit, the monitoring of compliance with these security measures by the subcontractor). For these purposes, the Supplier shall include in its contracts with its subcontractors the obligation of the subcontractors to submit to and collaborate with the supervision and inspection tasks provided in this Annex and in this clause in particular.

The Supplier shall be liable to Redeia's Contract Company for compliance with the technical, operational and organisational measures by its subcontractors.

4. Obligations of the Supplier.

- a. **General.** The Supplier shall establish (and be able to demonstrate the establishment of), as a minimum, all technical, operational and organisational measures (including necessary mechanisms and procedures) indicated in this Annex, to ensure compliance with the applicable cybersecurity regulations indicated above; and to protect the Assets of Redeia's Contract Company and the Assets of the Supplier linked to the performance of the Contract or **Purchase Order** and, in particular, to prevent and protect the latter and the former against security breaches or incidents.

Security breach or incident is understood as any event regarding cybersecurity affecting the Assets of Redeia's Contract Company and/or the Assets of the Supplier, and which compromises or may compromise their confidentiality (unauthorised access, transfer or disclosure), their integrity (unauthorised alteration, corruption, erasure), their availability, authenticity or traceability, whether as a result of unauthorised activity, vulnerabilities, unlawful access, external attacks, technical failures, breakdowns, disasters, human errors, configuration defects of security mechanisms or as a result of any other potential cause, including those cyber threats that prove significant (hereinafter, "**Cybersecurity Incident**"). "**Significant Cyber Threat**" shall be understood as a cyber threat which, based on its technical characteristics, may reasonable be expected to cause severe repercussions on the network and information systems of Redeia's Contract Company or for the users of the services of Redeia's Contract Company, being able to cause considerable material or immaterial damages.

- b. **Security policy.** The Supplier shall maintain a security policy complying with the specific requirements for the performance of the Contract or **Purchase Order**, describing, among other aspects, risk analysis and management, security roles or functions, defining duties and responsibilities, rules for correct use of the Assets of the Supplier, and user duties and responsibilities. Upon request of Redeia's Contract Company, the Supplier shall make this security policy available to the former immediately.
- c. **Risk assessment.** Where legally required by virtue of its corporate nature or size the Supplier shall perform a risk assessment of the Assets of the Supplier prior to contracting in order to identify potential risks and mitigations, and shall maintain an up-to-date inventory of the said Assets of the Supplier.

Additionally, and regardless of corporate nature or size, the Supplier shall in any case perform a specific cybersecurity risk assessment for the performance of the Contract or **Purchase Order**, aiming to identify potential risks and mitigations. This assessment shall be carried out prior to the performance of the Contract or **Purchase Order**. Likewise, it must communicate to Redeia's Contract Company those risks that prove relevant in relation to the subject matter of the Contract or **Purchase Order**. At the request of Redeia's Contract Company, the Supplier must make the risk assessment available to Redeia's Contract Company, in which case it shall become part of the Supplier's Offer.

Without prejudice to the foregoing, it shall be the Supplier's responsibility to implement all pertinent measures to avoid the materialisation of these risks and/or mitigate their effects.

- d. **Training.** The Supplier undertakes to communicate and provide appropriate training on the technical, operational and organisational measures regarding cybersecurity included in this Annex and in the rest of the Contractual Documentation to all its Personnel, subcontractors or Related Parties involved in the performance of the Contract or **Purchase Order**, as well as to raise awareness regarding the potential cybersecurity risks identified and the corresponding mitigations implemented.

The Supplier shall provide updated and periodic training on this matter and, upon request of Redeia's Contract Company, must evidence the said training.

- e. **Collaboration and coordination.** Technical Specification R-EM001 on Cybersecurity Incident Notification for Redeia suppliers establishes the obligations relative to the communication of a Cybersecurity Incident that may affect a Supplier of Redeia's Contract Company and that may generate some impact on the business processes in the latter. The said Technical Specification defines the communication channels, minimum information required and maximum periods for notification, counting from the detection and classification of the cybersecurity incident by the Supplier. This Technical Specification is integrated into the Contractual Documentation and is additionally available for consultation in the *Suppliers* area of Redeia's website.

All communications related to this Annex shall be performed pursuant to the provisions in the applicable Technical Specifications regarding cybersecurity, which regulate the designated interlocutors for each scenario, the communication channels and the response times applicable in each case.

- f. **Supply and/or development of technological products.** Where the Contract or **Purchase Order** includes the development or supply of technological products of any type, the Supplier must guarantee that such products are designed and developed complying with the provisions in applicable regulations, and their use and acceptance shall be subject to the approval processes established for each case.

- g. **Access control.** The Supplier shall implement the necessary segregation mechanisms to ensure that the Assets of Redeia's Contract Company are only accessible by user Personnel requiring such access for the development of their functions, and that the former are segregated from the assets of other clients and/or third parties.

Such segregation mechanisms must control in a univocal manner the access of each user to the Assets of the Supplier and, where applicable, to the Assets of Redeia's Contract Company, and must adjust to the technical specifications that Redeia's Contract Company determines in each case in the Contractual Documentation, based on the criticality of the subject matter of the Contract or **Purchase Order**.

The Supplier shall establish an effective access control and isolation system to prevent access or interconnection between different environments, through the use of complex, secure and periodically updated passwords. Likewise, the Supplier must implement the necessary mechanisms to have the access of each of the users to Redeia's information or information systems univocally identified in the context of the service provided, employing for this purpose, as a minimum, mechanisms such as multi-factor authentication, and shall guarantee the encrypted storage of the said access control systems of all users to the Assets of the Supplier.

The Supplier must, likewise, ensure and facilitate when technically possible, that remote access to both the Assets of the Supplier and, where applicable, to the Assets of Redeia's Contract Company, used for the performance of the Contract or **Purchase Order**, is controlled and monitored, following the instructions and specifications of Redeia's Contract Company.

The Supplier shall maintain a formal updated user registration process, in which it is defined how access privileges (rights) are granted, monitored and revoked.

Access authorisations to the Assets of the Supplier and, where applicable, to the Assets of Redeia's Contract Company, shall be granted based on the "need to know" and in accordance with the principle of least privilege. If the performance of the Contract or **Purchase Order** should require that Redeia's Contract Company grant access authorisations to the Supplier's Personnel to access any of the Assets of Redeia's Contract Company, the Supplier must adopt appropriate measures to ensure that said access authorisations are only used for the performance of the Contract or **Purchase Order** and that access credentials are adequately protected, and shall immediately notify Redeia's Contract Company of any user departures that occur, ensuring the elimination of all types of access for the said users.

Redeia's Contract Company may revoke, at any time, access to the Assets of Redeia's Contract Company without this giving rise to any liability or claim on the part of the Supplier.

- h. **Supplier's Equipment and connection with the Assets of Redeia's Contract Company.** The Supplier acknowledges and accepts that, generally,

the connection of Assets of the Supplier to the Assets of Redeia's Contract Company is generally permitted.

Without prejudice to the foregoing, in the event that for the performance of the Contract or **Purchase** Order the connection of Assets of the Supplier to the Assets of Redeia's Contract Company is indispensable, the Supplier must have indicated this previously in its Offer so that it may be foreseen. Likewise, the Supplier shall adopt the corresponding technical, operational and organisational measures provided in the Contractual Documentation and/or applicable regulations. The Supplier shall apply such measures to the Assets of the Supplier, which shall be as a minimum relative to: (i) secure device management; (ii) connection security management; and (iii) information security management.

The Supplier shall avoid storing Redeia's Contract Company information in the Assets of the Supplier. Where said storage is necessary, and upon prior express authorisation in writing from Redeia's Contract Company, the Supplier must apply protection measures complying with the strictest market standards to avoid unauthorised access and shall proceed to the encryption of information via strong and non-obsolete algorithms. Upon request of Redeia's Contract Company, the Supplier must facilitate to Redeia's Contract Company evidence proving the adoption of these measures, to the reasonable satisfaction of Redeia's Contract Company.

The Supplier shall protect devices, among other measures, through encryption and shall establish an operational procedure following the Security Incident management guidelines regulated in this Annex.

Where a device must connect remotely through networks not under the strict control of the Supplier, the latter must request prior authorisation from Redeia's Security Manager and shall limit access to the minimum essential information. The foregoing applies to connections via the internet and other untrusted networks.

- i. **Monitoring of the Assets of the Supplier.** The Supplier shall perform active and continuous monitoring of the Assets of the Supplier with tools such as intrusion detection and prevention systems, generating automatic alerts upon suspicious activity. In the event of a Cybersecurity Incident, suspicion thereof or Cyber Threat, action must be taken according to the provisions in the Security Incident management procedure contained in subsection m. of this Annex.
- j. **Activity logging.** The Supplier shall log all user activities, events and errors relevant to the security of all Assets of the Supplier, as well as activities relative to communications, file transmission, web applications or intermediate temporary storage systems. This shall imply maintaining activity logs of the Assets of the Supplier and, to the extent necessary, of the Assets of Redeia's Contract Company, providing said activity logs to Redeia's Contract Company whenever required by the latter.
- k. **Information protection.** The Supplier shall maintain information classification and transmission procedures and mechanisms, attending to the

requirements established by applicable regulations and the inherent criticality and sensitivity level for each type of information linked to the performance of the Contract or **Purchase Order**.

- l. **Backup copies.** The Supplier shall establish the necessary procedures for the generation of updated backup copies of the Assets of the Supplier, such that their recovery is guaranteed in the event of a Cybersecurity Incident.
- m. **Management of Cybersecurity Incidents.** The Supplier must have a Cybersecurity Incident management procedure, which its Personnel must know, and must notify Redeia of any Cybersecurity Incident or suspicion thereof affecting the Assets of Redeia's Contract Company or the Assets of the Supplier. Notification shall be performed in accordance with the description in Technical Specification R-EM001 on cybersecurity incident notification for suppliers in force at the moment of notification to Redeia's Contract Company. The said Technical Specification can be consulted in the Suppliers area of Redeia's corporate website. It shall be the Supplier's obligation to consult the web version of the Technical Specification in question to be up to date with updates. Without prejudice to notification obligations imposed on the Supplier by applicable regulations, Redeia's Security Manager may notify the Cybersecurity Incident to competent authorities and/or those affected, or demand the Supplier carry out said notifications following its instructions.

The Supplier shall provide Redeia's Contract Company with the collaboration and resources (human and material) necessary for the analysis of the Cybersecurity Incident, its containment, remediation and implementation of agreed action plans, and to avoid possible deletion of logs until forensic analysis is completed. The Supplier shall prevent, respond to and resist the consequences of Security Incidents and mitigate them, applying risk and crisis management procedures and protocols and alert routines.

The Supplier shall bear the costs associated with notification and with the adoption of analysis, containment and solution measures that prove necessary, where the Cybersecurity Incident has occurred in the Assets of the Supplier or due to a cause attributable to the Supplier.

- n. **Recovery and business continuity.** Where the Supplier is statutorily required to do so by virtue of its corporate nature or size, it must maintain operations continuity and recovery plans allowing the resumption of the performance of the Contract or **Purchase Order** in the event of a Cybersecurity Incident. Said plans must contemplate recovery periods and procedures and operations continuity measures, identifying alternative supply chains in accordance with the requirements and Service Level Agreement (SLA) established in the Contractual Documentation.
- o. **Technical Security Assessments.** The Supplier shall provide, upon request of Redeia's Contract Company, certificates of internal or external security audits carried out in relation to the performance of the Contract or **Purchase Order**, which must correspond to recent audits performed in a period never exceeding one (1) year from the date of their delivery. Likewise, the Supplier undertakes to resolve identified findings resulting from technical security assessments both of its own and performed by Redeia's Contract Company.

Additionally, the Supplier shall perform periodic security audits on any component incorporated into the Product supplied to Redeia's Contract Company, and must maintain a process for identification, documentation and resolution of technical vulnerabilities.

In the event that Redeia's Contract Company considers that the information provided by the Supplier in its security audit certificates is not sufficient, Redeia's Contract Company may carry out audits, by itself or through a third party, to verify compliance with the security measures established in this Annex in relation to the performance of the Contract or **Purchase Order**, with a minimum advance notice of two (2) days. The costs associated with the same shall be bear by Redeia's Contract Company, unless breaches by the Supplier result therefrom, in which case they shall be bear by the Supplier.

The Supplier shall proactively provide to Redeia's Contract Company security audit certificates identifying any serious or relevant deficiencies in relation to the performance of the Contract or **Purchase Order**. This delivery shall be performed without need for prior request by Redeia's Contract Company, within a reasonable period from the completion of the audit.

Likewise, in the event that the Supplier has suffered a Cybersecurity Incident generating relevant deficiencies, and once the corresponding measures have been implemented, Redeia's Contract Company may require the Supplier to present a report prepared by an independent third party evidencing the effective resolution of said deficiencies. This report shall be issued by an entity specialised in auditing or IT security, contracted by the Supplier, pursuant to standard sector practices.

- p. **Continuous improvement.** The processes and security measures implemented by the Supplier in compliance with applicable rules regarding cybersecurity and this Annex shall be updated and improved continuously. To this end, criteria and methods recognised at any given time shall be applied, such as ISO/IEC 27001 and 27002 standards, NIST Cybersecurity Framework or any other equivalent internationally recognised standards regarding information security, as well as guidelines established by international bodies such as the International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC), and practices recommended by competent national authorities in cybersecurity.

5. **Liability.** The Supplier shall be liable to Redeia's Contract Company for the breach of obligations it has contracted by virtue of this Annex, and in general, those arising under the Contractual Documentation and applicable law. Liability of the Supplier shall be indivisible and may not be transferred to subcontractors, agents or other third parties it employs for the performance thereof, and shall be demandable from the moment in which the damage or loss is evident.

Supplier's liability shall extend to any damages and losses that, in performance of the Contract or **Purchase Order**, could be caused to Redeia's Contract Company and personnel dependent on it.

Additionally, the Supplier shall indemnify and hold Redeia's Contract Company and personnel dependent on it harmless from any claims by third parties to Redeia's Contract Company and personnel dependent on it in respect of damages and losses caused to said third parties (including, without limitation, those caused by death or accident), which had their cause in an action or omission by the Supplier, linked to the performance of the Contract or **Purchase** Order. For these purposes, third parties shall be considered both natural or legal persons outside the Contract or **Purchase** Order (including subcontractors, agents or other third parties the Supplier employs for the performance thereof) and the personnel of Redeia's Contract Company and the Supplier's Personnel.

Likewise, the Supplier shall be liable and hold Redeia's Contract Company harmless against any claims, penalties, sanctions and/or judicial, arbitral or administrative resolutions that stem from or are related to any breach of obligations that applicable cybersecurity regulations impose on the Supplier and its subcontractors, and/or that derive from the initiation of any type of file or procedure by corresponding supervisory authorities and courts or arbitrators, including (without limitation) the Spanish Data Protection Agency and authorities with competence in cybersecurity matters.