



GENERAL TERMS AND CONDITIONS OF THE IBERDROLA GROUP FOR THE CONTRACTING OF WORKS AND SERVICES

1. PURPOSE OF THE DOCUMENT

This document establishes the terms and conditions for an execution of Works and Services and Associated Equipment and Materials, that govern the relationship between a company of the Iberdrola Group that is domiciled and incorporated under the laws of Germany ("**Iberdrola**", as defined more precisely in clause 3) and a third party entering into the Contract for such Works and Services (the "**Supplier**", as defined more precisely in clause 3). Iberdrola and the Supplier are sometimes referred to herein as "**Party**" and collectively as "**Parties**".

2. SCOPE OF APPLICATION

2.1 These terms and conditions ("**T&Cs**") shall apply to all of the contracting of Works and/or Services and any Associated Equipment and Materials, unless otherwise agreed by the Parties in the Contract. Therefore, deviating, conflicting or supplementary terms and conditions proposed by the Supplier (or that may be viewed as implied in the course of negotiations, or by common use, customs or practices) are hereby excluded and, for avoidance of doubt, shall not form part of the Contract.

2.2 These T&Cs shall form part of the contractual relationship between the Parties in connection with the execution of the Works and Services and shall, together with the other parts of the Contract, set out the reciprocal rights and obligations of the Parties.

2.3 The participation in a tender process organised by Iberdrola for the presentation of a Bid by the Supplier shall automatically imply the awareness and acceptance by the relevant Supplier of these T&Cs in the event of being awarded the Bid.

2.4 Any exception, deviation, or amendment to these T&Cs by the Supplier shall be valid only if accepted in writing by Iberdrola. Such exceptions, deviations, or amendments shall apply only to the referenced specific Contract and shall not be effective for any other contracts.

2.5 This document is available on the Iberdrola Group web site in the section "*Suppliers*", "*Purchasing Portal*".

3. DEFINITIONS

In these T&Cs, the following terms shall have the meaning given to them below:

"**Acceptance Certificate**" has the meaning given to it in clause 4.6.2.

"**Associated Equipment and Materials**" means all goods, equipment, stock, machinery, apparatuses, components, subcomponents, items, elements, materials, reports, data, presentations, documents, software, materials, and any other assets or items (in any format) provided by the Supplier or on its behalf to Iberdrola that are related or ancillary to the Works and Services agreed upon by both Parties, that form part of and are defined and detailed in the Contract.

"**Bid**" means the proposal made by a Bidder in response to a Request for Bid, which shall be binding upon the Bidder during the term set forth therein, and which shall not constitute a binding contract, document or give rise to any binding obligation or liability for Iberdrola unless and until a Contract has been constituted in accordance with the terms of these T&Cs.

"**Bidder**" means the natural or legal person submitting a Bid.

"**Company Data**" has the meaning given to it in clause 7.1.

"**Cardholder Data**" has the meaning given to it in clause 9.11.

"**Completion Report**" means the final report as defined in clause 4.6.1.

"**Confidential Information**" means the confidential information as defined in clause 7.1.

"**Contract**" means the agreement between the Parties that sets forth the terms and conditions for contractual relationship between the Parties related to the Works and Services and Associated Equipment and Material (if any), and shall comprise of the following documents:

- a) Document that formalises the agreement, whether it be a (i) written contract agreement signed by both Parties, or (ii) in the form of an order, which is a binding document issued by Iberdrola and accepted by the Supplier.

An order is considered as accepted: (i) if and when the Supplier starts to fulfil the obligations set out in the order issued by Iberdrola; (ii) if and when the

Supplier issues a confirmation via any method that faithfully verifies acceptance under the applicable law; or (iii) when the order is placed under a framework agreement that is executed through supply orders, fifteen (15) days after the order has been issued by Iberdrola.

- b) Iberdrola Corporate Social Responsibility Policies;
- c) Iberdrola Suppliers' Code of Ethics;
- d) Scope of Supply including a quality plan (if applicable) and the Technical Specifications (if applicable);
- e) Payment Schedule;
- f) Schedule of Prices (if applicable);
- g) Time Schedule;
- h) Particular Conditions (if applicable);
- i) these T&Cs; and
- j) the Bid.

The specific conditions and technical documentation that are issued for each tender shall include the exceptions and variations agreed by and between both Parties. In the case of the technical documentation, such exceptions or variations can also be included in an annex thereto.

The Particular Conditions (if any) contain the deviations from these T&Cs agreed by and between both Parties.

These documents complement each other so that the Contract comprises of everything that is agreed and stipulated in all of them, and it shall be interpreted by the entirety of the documents.

In the event of a contradiction between any of the documents comprising the Contract, the document which appears first in the aforementioned list shall prevail.

The Supplier shall make available all of the required documents that comprise the Contract through Iberdrola's website or through the method described under each Request for Bid. Therefore, the Supplier shall be deemed as familiar with the documents, and the existence of the Contract implies that it has been fully accepted by the Supplier.

Except for those cases where a different agreement is made, the Contract shall enter into force upon its formalisation, whether by signing the written contract document by both Parties or by acceptance of an order issued by Iberdrola by the Supplier under the terms set out in these T&Cs.

"**Covered Party**" has the meaning given to it in clause 14.5.

"**Cyber-infrastructure**" has the meaning given to it in clause 9.1.

"**Data Security Breach**" has the meaning given to it in clause 9.4.

"**Dispute**" has the meaning given to it in clause 12.9.2.

"**Fulfilment Guarantee**" means the fulfilment guarantee as defined in clause 5.4.

"**Iberdrola**" means the particular company of the Iberdrola Group who is a Party to the Contract together with the Supplier. "**Iberdrola Group**" shall comprise any company directly or indirectly controlled by Iberdrola, S.A.

"**Iberdrola Materials**" has the meaning given to it in clause 4.1.2.

"**Indemnitees**" has the meaning given to it in clause 11.

"**Liquidated Damages**" has the meaning given to it in clause 5.5.

"**Manager**" has the meaning given to it in clause 4.2.1.

"**Particular Conditions**" is the document (if applicable) that sets forth for each particular case the additional terms and conditions, clarifications and exceptions to these T&Cs or to any other documents comprising the Contract.

"**Payment Card Brand**" has the meaning given to it in clause 9.11a).

"**Payment Schedule**" means the document attached to the Contract (if applicable) which specifies the instalments and milestones for payment of the price for the Works and Services.

"**PCI Standard**" has the meaning given to it in clause 9.11a).

"**Personal Data**" has the meaning given to it in clause 8.

"**Personnel**" means the workers, employees, managers and supervisors of the Supplier that will carry out or be involved in the execution of the Works and Services.

"**Protected Information**" has the meaning given to it in clause 9.1.

"**Related Persons**" has the meaning given to it in clause 12.1.

"**Representatives**" has the meaning given to it in clause 7.6.

"**Request for Bid**" means the invitation issued by Iberdrola to a potential supplier to take part in a bidding process that sets forth and specifies the equipment or material to be supplied along with the documentation that the Bidder must include and the requirements to fulfil.

"**Sanctions**" has the meaning given to it in clause 12.1.

"**Schedule of Prices**" means the document forming part of the Contract, which specifies the price concept of the Supplier (e.g. unitary prices, lump sum prices, optional prices, etc.).

"**Scope of Supply**" means the document forming part of the Contract which sets forth out in detail the scope of the Works and Services and Associated Equipment and Materials (if any) under the Contract.

"**Supply**" means any supply or performance of the Works and Services and the supply of any Associated Equipment and Materials (if applicable) by or on behalf of the Supplier

"**Supplier**" is the natural or legal person responsible for carrying out the Supply, who is a Party to the Contract together with Iberdrola.

"**Suppliers' Code of Ethics**" means Iberdrola's code of ethics for suppliers (available at Iberdrola's website).

"**T&Cs**" means these terms and conditions.

"**Technical Specifications**" means the document or set of documents which are part of the Scope of Supply (if applicable), and which describe the required specific and particular technical requirements that the Works and Services and Associated Equipment and Materials (if any) have to comply with, including, if applicable, testing or inspection procedures.

"**Time Schedule**" means a schedule included as part of a Contract specifying the required delivery and related milestones and deadlines of the Supplier with respect to the execution of Works and Services.

"**VAT**" means value added tax.

"**Warranty Period**" means the warranty period as defined in clause 4.7.2.

"**Works and Services**" are the specific works and/or services for which the Supplier has been contracted by

Iberdrola and which are defined and detailed in the Contract.

4. EXECUTION OF WORKS AND/OR SERVICES

4.1 GENERAL

The Supplier shall be responsible for performing the Works and/or Services, together with any Associated Equipment and Materials, and the economic consequences or outcome thereof shall be exclusively on its account.

The Supplier must execute the Works and/or Services and any Associated Equipment and Materials in strict compliance with laws, permits and good industry practice, the Contract and with all the instructions of Iberdrola or its authorised contractors, consultants or agents.

4.1.1 The Supplier shall execute the Works and/or Services and any Associated Equipment and Materials in a timely and professional manner and, in any event, in accordance with the provisions of clause 4.5 or any other specific execution deadlines set out in the Contract or that may be notified by Iberdrola at any time.

4.1.2 The Supplier shall be liable for and assume the cost of maintenance, care, handling, and transportation of all materials, equipment, and tools, as well as any drawings, specifications, information, data and other items provided by Iberdrola or on behalf of Iberdrola (hereinafter, "**Iberdrola Materials**"). The Supplier shall keep Iberdrola Materials safe and in good condition at its own risk until they are returned to Iberdrola. Similarly, the Supplier may not dispose any Iberdrola Materials unless authorised to do so by Iberdrola, and it will use Iberdrola Materials exclusively following the instructions or written authorisations of Iberdrola.

4.1.3 The Supplier shall be obliged to construct, contribute, and maintain, at its own cost, all of the temporary installations and auxiliary buildings needed for offices, warehouses, workshops, changing rooms, sanitary facilities, etc., exclusively in the areas that are indicated for such by Iberdrola.

4.1.4 The Supplier shall provide all the equipment, tooling, transport, safety material, etc. required for the appropriate execution of the Works or Services and maintain appropriate insurance coverage in relation to such items.

The Supplier shall (having regard to the terms of the Technical Specifications) use the best available quality goods, materials, standards and techniques, and ensure that the Works and Services, and all goods and materials

supplied and used in the Works and Services or transferred to Iberdrola, shall be free from any defect (*Mangel*) in workmanship, installation and design.

Should the performance of Works and Services include the provision of Associated Equipment and Materials, unless expressly stated otherwise in the Contract, the Supplier shall meet the respective requirements set forth in the Contract.

4.1.5 The Supplier shall not do, or fail to do, anything that may cause Iberdrola and/or any Iberdrola Group company to lose any licence, authorisation, or permission upon which it relies for the purposes of conducting its business.

4.1.6 In the event that Works and/or Services are not carried out by the Supplier or not carried out in accordance with the Contract, Iberdrola may suspend the Contract and contract out such Works and/or Services with a third party, if Iberdrola has previously set a reasonable deadline for the Supplier to perform such Works and/or Services and such deadline has passed unsuccessfully. In this event, the Supplier shall bear the cost overrun caused by this circumstance.

4.1.7 The Supplier hereby warrants and undertakes to Iberdrola that:

- a) It has the right, power, capacity, skills, experience and authority to enter into the Contract and to perform the Works and Services and supply the Associated Equipment and Materials;
- b) It shall perform the Works and Services and supply the Associated Equipment and Materials in accordance with all of the terms of the Contract, to the reasonable satisfaction of Iberdrola, in accordance with good industry practice and in compliance with all laws relevant to the performance the Works and Services and supply the Associated Equipment and Materials;
- c) It shall use Personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- d) All Works and Services and Associated Equipment and Materials shall conform with all descriptions and specifications set out in the Contract, and the Works and Services and Associated Equipment and Materials shall be of satisfactory quality and shall be fit for any purpose expressly or impliedly made known to the Supplier by Iberdrola;
- e) It shall (having regard to the terms of the Technical Specifications) use the best available quality goods, materials, standards and techniques, and ensure that the Works and Services, and all goods and

materials supplied and used in the Associated Equipment and Materials or transferred to Iberdrola, shall be free from defects in workmanship, installation and design;

- f) The use by Iberdrola and/or any Iberdrola Group companies of the Works and Services, Associated Equipment and Materials and/or any other items provided by or on behalf of the Supplier or are otherwise used by the Supplier in connection with the provision of the Supply under and/or pursuant to the Contract shall not infringe the intellectual property rights of any third party;
- g) It has and shall continue to have all licences, permissions, authorisations, consents and permits required to perform its obligations under the Contract;
- h) It shall implement and observe sound environmental practices and procedures in connection with the performance of the Works and Services and/or supply the Associated Equipment and Materials;
- i) It shall observe fair employment practices and policies in relation to any staff that are engaged in the performance of the Works and Services and/or supply the Associated Equipment and Materials;
- j) The Supplier (and all staff engaged in the performance of the Works and Services and/or supply of the Associated Equipment and Materials) shall comply with all rules, policies and procedures (including, without limitation, health and safety practices and anti-corruption practices) notified to the Supplier in connection with the performance of the Works and Services and/or supply the Associated Equipment and Materials; and
- k) The Supplier shall grant Iberdrola or its duly authorised representatives such access to the Supplier's premises as may be reasonably necessary to enable Iberdrola to satisfy itself that the Supplier is complying with its obligations pursuant to the Contract, including in connection with the quality standards required under this clause 4.1.7.

4.1.8 The Supplier shall neither be relieved of its obligations to provide any of the Works and Services and/or the Associated Equipment and Materials in accordance with the terms of the Contract, nor be entitled to an increase in any of the prices, as the result of or in connection with any change in any law which impacts the performance of the Supplier's obligations under the Contract and which comes into force on or after the effective date of the Contract. Any changes to the Contract that are required as a result of any change in law shall be documented in accordance with clause 12.3, provided always, for the avoidance of doubt, there shall be no increase to any prices and/or the rates of any of the prices payable by Iberdrola under the Contract.

4.2 EXECUTION OF WORKS AND/OR SERVICES

4.2.1 The Supplier shall have a competent technician draft the official project once it is necessary to do so and such draft shall comply with the terms and requirements set forth in the Contract. Iberdrola reserves the right to request that the Supplier, upon completion of the Works and/or Services, provides a corresponding certificate stating that the Works and/or Services have been completed in accordance with the Contract and which shall be signed by a competent technician of the Supplier, and which may be used, where applicable, to obtain any administrative authorisation for commissioning the installation.

The Supplier shall notify Iberdrola of the persons with qualified technical qualifications who shall act as managers or supervisors in charge of the proper execution of the Works and/or Services in accordance with Iberdrola's requirements (hereinafter, the "**Manager**"). The Manager shall assume the organisation, management, monitoring, and control of the activity developed by their Personnel, as well as the necessary coordination that is derived from the presence in the work environment of other companies to which they have subcontracted any activity, with the prior consent of Iberdrola. The Manager shall be responsible for the execution of the Works and/or Services under the proper technical and safety conditions, reporting any anomaly or incident that may occur to the representative of Iberdrola.

The Manager must have sufficient authoritative capacity to fulfil the abovementioned tasks, with such capacity, in accordance with applicable legislation, to be drawn up and recorded in a notarial deed, and having been submitted in a copy to Iberdrola before the start of the execution of the Works and/or Services.

The fulfilment of this obligation by the Supplier does not relieve it of its obligations and responsibilities under the Contract or the applicable legislation. Consequently, any communication or notification that is submitted to the Manager shall be understood to have been submitted directly to the Supplier for all legal effects that may arise.

4.2.2 Iberdrola, for its part, shall appoint a representative who shall supervise the correct execution of the Works and Services in accordance with the conditions established in the Contract. Without prejudice to Iberdrola's other rights and defences under the Contract or in accordance with the applicable legislation, the Iberdrola representative shall inform the Manager of any anomalies observed and request as much information as deemed appropriate.

4.2.3 The Supplier shall not be relieved of its obligations, nor shall it be entitled to claim financial compensation or any type of variation in the agreed-upon prices in the event that any official provision or collective agreement should modify the working conditions established in the Contract during the term of the Contract.

4.2.4 Notwithstanding the provisions of clause 7 to 9, Iberdrola shall provide the Supplier with all of the information related to the fulfilment of its obligations under the Contract that may be reasonably requested from the latter.

Likewise, the Supplier must communicate in writing — in detail and in a timely manner, where appropriate — its requirements with regards to materials, providing such to Iberdrola or its suppliers, it being understood that no delay shall be justifiable due to lack of material.

4.2.5 Upon total or partial completion of the Works and/or Services, the Manager shall be responsible for leaving the work area in perfect order and cleanliness, taking special care that both the facilities and access thereto are left in proper conditions with regards to security.

All the elements contributed by the Supplier, in particular, but without limitation, under clauses 4.1.3 and 4.1.4, shall be removed by the Supplier in the shortest possible time-frame, latest within fifteen (15) days following the completion of the Works and/or Services, returning the affected land and facilities to the situation in which they were prior to the commencement thereof.

4.2.6 Should the Supplier fail to comply with the referred obligations within the above mentioned timeframe, Iberdrola may carry out whichever activities or actions are necessary to achieve this purpose, and the Supplier shall bear any costs arising thereof in addition to any costs and/or indemnification for the corresponding damages, provided that Iberdrola has previously set a reasonable deadline for the Supplier to perform its referred obligations and such deadline has passed unsuccessfully. When the activities involved in the performance of the Contract are associated with the supply of electricity, gas and/or other utilities, the Supplier shall ensure that the performance of such activities complies with all applicable laws.

4.3 ORGANISATION OF THE SUPPLIER. PERSONNEL

4.3.1 The Supplier shall act as an independent contractor and all Personnel employees by Supplier in the fulfilment of the Contract shall be employees of Supplier or its subcontractors and not employees of Iberdrola. The Supplier is not an agent of Iberdrola and shall maintain

complete control over its Personnel, including the selection and supervision of its Personnel in connection with the Supply, and exercising management and monitoring authority over the Personnel in accordance with applicable law. In particular, it shall undertake to comply with all the provisions set forth in labour legislation, social security, safety and health in the workplace, as well as with environmental legislation, and must make available any documents requested by Iberdrola that proves such requirements are met.

4.3.2 The Supplier shall ensure and demonstrate to Iberdrola the training of its Personnel, especially its training on occupational risks and preventive measures planned for the workplace and in the contracted Works and/or Services, as well as the skill set required depending on the nature, occupational risks, and organisation of the prevention in the works that are stipulated by applicable legislation. If the Supplier must replace a member of its Personnel, this shall be done in such a way that there is complete continuity in the execution of the Works and/or Services.

Likewise, when requested to do so by Iberdrola, the Supplier shall guarantee and demonstrate the adequate training, skill set, and experience of the Personnel that it manages as well as the proper functioning, conservation, and maintenance of the equipment. The Supplier shall be liable for any damages, losses, detriment, and/or responsibilities derived from the improper use or anomalous operation thereof. The Supplier must keep a record of the controls carried out on these measures, as these may be required by Iberdrola.

4.3.3 The Supplier shall organise its Personnel assigned to the execution of the Works and/or Services so that their responsibilities and lines of action are clearly defined at all times and separate from those of Iberdrola.

All of the Supplier's Personnel involved in the execution of the Works and/or Services must carry visible accreditation on their persons that identify them as employees of the Supplier and that indicates that the Supplier works for Iberdrola. Likewise, the Supplier and its Personnel shall maintain a proper relationship with Iberdrola personnel, users, owners, official bodies, local authorities, and any other third Parties in order to preserve the image of Iberdrola. Any significant incidents in the relations with the aforementioned groups must be reported immediately. In the event of serious justified cause, Iberdrola may request that the Supplier or subcontractor, as the case may be, replace the respective Personnel who had caused said incident.

4.3.4 In the execution of the Works and/or Services, the necessary measures that are considered to be included in terms of the prevention of occupational risks are those

arising from the risk assessment of their own or subcontracted personnel, complying with the specifications established by Iberdrola in this matter and the normative regulations that may be applicable.

For these purposes, prior to the commencement of the Works and/or Services, Iberdrola shall inform the Supplier in writing of the risks inherent to the centre or place of work thereof as well as of other possible concurrent activities which could seriously or very seriously affect the risks of its Personnel. Iberdrola shall also notify the Supplier of any measures or instructions relating to health and safety which are geared towards avoiding or mitigating those risks and, where appropriate, the means of coordination and the established emergency instructions.

In the risk assessment that must be performed by the Supplier, they shall take into consideration the information provided by Iberdrola.

The Supplier undertakes to monitor compliance with these preventive measures and those of its subcontractors; it shall be committed to meeting its obligations with regards to corporate coordination in this matter by supplying and/or providing Iberdrola, prior to the start of the service, with the corresponding documentation demonstrating said compliance.

The Supplier shall be responsible for complying with the applicable regulations contained in the applicable legislation in terms of occupational health and safety relevant thereto as well as any other complementary measures necessary for the correct fulfilment of the purpose of the Contract.

In general, Iberdrola may require self-employed workers who perform professional services for Iberdrola (either directly or through provider companies) to provide the supporting documentation which demonstrates the risk assessment conducted on the works or the services for the purpose of the provisioning, to have training on these occupational risks, and to be medically fit to perform such work. Additionally, when the work to be carried out involves risks or circumstances that are normatively considered to be especially dangerous, Iberdrola may require that the aforementioned preventive activities be performed through an arrangement with a third-party prevention service.

4.3.5 The Supplier shall comply with labour, legal, and conventional regulations that are applicable thereunto as well as with social security provisions as regards the workers under their charge. For this purpose, Iberdrola shall supervise the fulfilment of the statutory labour obligations specified in the current legislation. It may at any time require that the Supplier — in addition to

submitting the documentation requested for the tender — makes available and shows to Iberdrola a certification of the following documents:

- a) Administrative authorisations that enable it to carry out the contracted activity, including registration for the business tax or, if applicable, the receipt of payment of the current annuity. If the Supplier is not a German company, it must submit a current certificate of tax residence from the country of origin.
- b) A copy of the communications presented to the labour authority that are legally required (communication of the opening of the workplace).
- c) Parts of the registration of workers with social security or other official bodies, as appropriate.
- d) Certificate of the social security managing entity of being up-to-date on its payments as well as an express declaration that it does not benefit from any deferment agreement for debts with social security.
- e) Demonstration of the validity and coverage of the risks of incapacity for work (whether temporary or permanent), of death and occupational illness and, in general, of all insurance provided for in these T&Cs.
- f) Visitors book and/or documentation related to the Labour Inspection (diligences, requirements, etc.).
- g) Payroll list of the Supplier's workers who shall be executing the Works and/or Services at the Iberdrola facilities, including the individual specification of the given names, surnames, professional category, ID number, social security affiliation number, and residential address, as well as the type of employment contract that links the employee to the Supplier and its duration.
- h) Certificate of residence, in the case of services provided by persons not residing in the country.
- i) The Supplier must report with regards to the hiring and dismissal of workers who perform the Works and/or Services, which shall be done forthwith or otherwise no later than the next business day.
- j) Updated social security contributions
- k) Where applicable, a declaration by the representative of the Supplier which certifies that its subcontractor companies are up-to-date with their salary, social security, and occupational risk prevention obligations
- l) Economic and financial statements.
- m) Prior to the start of the Works and/or Services, documentation corresponding to the prevention of labour risks (safety studies, risk assessment, health and safety plan, preventive activity planning, etc.) and/or documentation demonstrating compliance with its legal obligations in matters of occupational health and safety with respect to workers involved in the Works and Services (assessment of risks and

preventive measures, information and training in prevention, capacity development, medical aptitude, provision of protective equipment and safety equipment), and with respect to the established means of coordination, equipment, industrial vehicles, and means of work used. Likewise, it shall notify Iberdrola of any relevant incidents related to health and safety, resulting work accidents and monthly accident reports as requested by Iberdrola.

- n) Certificate signed by the agent of the Supplier (or the staff of each employee assigned to the Works and/or Services) demonstrating that the payment of salaries is up-to-date.

The failure to present said documents or the detection of irregularities therein shall permit Iberdrola to retain or compensate the pending payments, and to dissolve the Contract early.

4.4 FOLLOW-UP AND QUALITY

4.4.1 The Supplier shall guarantee and certify the satisfactory outcome and quality of the Works and/or Services to the satisfaction of Iberdrola, as well as the materials used in its execution, in accordance with the conditions expressed in the Contract, applicable laws and regulations, and good industry practice.

The act of initialising operations does not in and of itself imply the correct execution of the Works and/or Services.

4.4.2 Without prejudice to the provisions of clause 4, Iberdrola may require that the Supplier demonstrate its compliance with the contractual specifications of the Equipment and Associated Materials, which it must provide under the Contract. Iberdrola may reject those documents which it does not deem appropriate; this shall not justify any delay in the execution of the Works and/or Services on the part of the Supplier on account of such a rejection.

4.4.3 The development and execution of the Works and/or Services by the Supplier shall be subject at all times to Iberdrola's right of information.

To this end, Iberdrola's representatives shall have free access to the facilities or work centres where the Works and/or Services are being developed. The Supplier must provide them with all information that they deem appropriate. The exercise of the right to information on the part of Iberdrola does not release the Supplier from its obligations and responsibility for the correct execution of the Works and/or Services.

In addition, the Supplier agrees to cooperate in the collection, compilation, and maintenance of data and information in its possession and whose submission is requested by any company of the Iberdrola Group by virtue of the law or contractual commitments expressly notified to the Supplier.

4.5 DEADLINES FOR THE EXECUTION OF WORKS AND SERVICES

Supplier shall comply the delivery terms and conditions for the execution of Works and Services including the Time Schedule set forth in the Contract and/or those notified at any moment by Iberdrola to the Supplier in accordance with the Contract.

4.6 ACCEPTANCE OF THE WORKS AND/OR SERVICES

4.6.1 Upon completing of the Works and/or Services and Associated Equipment and Materials, the Supplier shall submit a final report of the Works and Services to Iberdrola, in the manner and with the content specified in the Contract (hereinafter, "**Completion Report**").

4.6.2 In the Completion Report, the Supplier shall notify Iberdrola of the completion of the Works and/or Services and Associated Equipment and Materials so that Iberdrola may verify whether the technical requirements and the contractual obligations have been met with regards to the execution of the Works and/or Services and supply of Associated Equipment and Materials. The Supplier shall then proceed without delay to carry out a provisional delivery of the Works and Services and Associated Equipment and Materials and make such available to Iberdrola.

- a) Should Iberdrola be satisfied with the Works and Services and Associated Equipment and Materials, it shall issue a document wherein it declares the acceptance of the Works and/or Services and Associated Equipment and Materials ("**Acceptance Certificate**").
- b) Otherwise, Iberdrola shall issue a document pointing out the defects (*Mängel*) or faults detected in the Works and/or Services and Associated Equipment and Materials, the curing measures that the Supplier must implement, and the deadlines by which these must be corrected. Once the established deadlines have lapsed (or, if earlier, on the date on which the Supplier confirms that the notified defects have been rectified), a new verification shall be carried out by Iberdrola. The latter shall perform the tests and examinations it deems appropriate.
- c) If Iberdrola finds the result of this second inspection to be satisfactory, it shall issue the Acceptance Certificate.

- d) If the Works and/or Services and Associated Equipment and Materials are not acceptable to Iberdrola, the latter may choose between (i) terminating the Contract in accordance with clause 10.2 after having granted a further period for rectification of the relevant defects, or (ii) issuing a new document with the defects observed and granting the Supplier a new term for the correction thereof. In such cases, the provisions of clause b) above apply.

Any cost associated with the rectification of the defects shall be borne solely by the Supplier. The acceptance (in accordance with clause 4.6 or otherwise) of the Works and/or Services and Associated Equipment and Materials does not relieve the Supplier of its obligations and responsibilities under the Contract.

With the exception of apparent defects, the obligation to give notice of defects regulated in section 377 German Commercial Code shall not apply. Section 442 and section 640 para. 3 German Civil Code shall not apply.

For the avoidance of doubt, this clause is without prejudice to any other rights which Iberdrola may have under the applicable law in case of defects (*Mängel*).

The Supplier shall provide Iberdrola with all the information or documentation required in accordance with applicable legislation, evidencing the legal importation of the Associated Equipment and Materials, and it shall be fully responsible for the payment of any taxes, duties, fees, contributions, etc. due as a result of the importation or re-exportation of the relevant goods.

4.7 WARRANTIES AND REMEDIES

4.7.1 The Supplier warrants (i) that the Associated Equipment and Materials are free from any defect (*Mangel*), comply with all the agreed specifications in the Contract and with the applicable legal provisions and standards and are appropriate for any purpose expressly or impliedly made known to the Supplier by Iberdrola; and (ii) that the Associated Equipment and Materials have not been used previously and that the Supplier has unencumbered ownership of it.

In addition, the Supplier warrants that the Works and Services

- a) are free from any defect (*Mangel*) of material or of title;
- b) have been carried out in accordance with the required Contract and specifications and applicable standards and legislation and in accordance with good industry practice; and

- c) are complete and comply with the purpose of the Contract.

The use by Iberdrola or any Iberdrola Group company of the Works and Services, the Associated Equipment and Materials and/or any other items provided by or on behalf of the Supplier or are otherwise used by the Supplier in connection with the provision of the Works and Services under and/or pursuant to the Contract shall not infringe the intellectual property rights of any third party.

The warranties set forth in this clause are not intended as a limitation but as an addition to all other warranties as are implied by law, custom and usage of trade.

4.7.2 Unless the applicable law provides for a longer period, the warranty period (*Gewährleistungsfrist*) for the Works and Services and Associated Equipment and Materials shall expire five (5) years after Iberdrola has issued the Acceptance Certificate ("**Warranty Period**"). If any part of the Associated Equipment and Materials is repaired or replaced during the Warranty Period or if the Supplier has to repair or amend defects or faults of the Works and Services, the new Warranty Period for this part shall – calculated from completion of such rectification – be a period equal to the remaining period of the original Warranty Period for this part of the Works and Services and/or Associated Equipment and Materials, or a period of two (2) years, whichever is longer.

4.7.3 If the Supplier is, during the Warranty Period, in breach of any of its warranties under this clause, the Supplier shall at its own cost remedy such breach within a reasonable time period set by Iberdrola either by repair, replacement, adjustment or modification of the relevant part of the Works and Services and/or Associated Equipment and Materials or by any other act necessary to remedy such breach.

4.7.4 Should the Supplier fail to remedy such breach within the reasonable time period set by Iberdrola or should Iberdrola risk an unreasonably high damage in case the remedying action is not immediately taken, Iberdrola shall be entitled to take such remedying action, or to have such remedying action taken, to remedy such breach and correct all associated problems and to recover from the Supplier any and all costs and expenses relating thereto.

4.7.5 For the avoidance of doubt, the remedies set forth in this clause are not intended as a limitation but as an addition to any other rights which Iberdrola may have under the applicable law in case of defects and/or breach of a warranty such as rescinding from the contract or

reducing the contract price and claiming damages or reimbursement of futile expenses.

4.8 INSURANCE

Without prejudice to the responsibilities of the Parties, the Supplier must contract and maintain in full force and effect — with insurance companies that meet the requirements of Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009 on the taking-up and pursuit of the business of Insurance and Reinsurance (Solvency II), and with authorisation to operate within the scope of development of the Contract — each and every insurance coverage that is indicated below:

- Insurance that covers the civil liability with an insured sum of no less than €3,000,000 per damage, [three-times maximized] at least and with a maximum deductible of [EUR 5,000] per damage, of the liability of claims arising from any activity of the Supplier in relation to the Contract (including, at least, the liability for contamination and for the goods and/or work once delivered, for damages to Iberdrola goods under its control or custody as well as the responsibility for the transportation of Equipment or Associated Materials if it were carried out on behalf of the Supplier) resulting from:
 - loss, damage to, or loss of use of third-party property, including that of Iberdrola.
 - personal damage, including damage to personnel working for the Supplier and/or Iberdrola.
- Other compulsory and/or mandatory insurances to be in force according to the current legislation or statutory requirement.

Without prejudice to any provisions set out in these T&Cs with respect to subcontracting, as the case may be, the above mentioned insurance policies must be required by the Supplier of all its subcontractors.

The Supplier shall certify — prior to initiating the execution of the Contract and to the full satisfaction of Iberdrola (for example, through the timely certification of the insurer) — the full validity, extent of coverage, and adequacy of the insurance corresponding to the conditions set forth herein, committing to expand the scope of these if Iberdrola deems this to be necessary. The fact that the Supplier has issued a copy of the required insurance policies or certification thereof shall not mean that Iberdrola has approved these or that they comply with the requirements.

The Supplier shall communicate to Iberdrola any changes that may affect the efficacy of the policies indicated in the above sections. In the event that a policy expires

while the Contract is in force, it shall be necessary to provide evidence of its renewal as well as of the compliance of the requirements indicated in this clause. In addition, when so required by Iberdrola, a copy of the insurance contracts and a receipt confirming payment thereof shall also be provided.

If the Supplier does not obtain the insurance or does not maintain it under the required terms, Iberdrola reserves the right to contract an appropriate policy on its behalf after having previously set a reasonable deadline for the Supplier to obtain the insurance under the required terms and such deadline having passed unsuccessfully. The cost of said insurance may be deducted from any amount owed by Iberdrola to the Supplier.

5. ECONOMIC CONDITIONS

5.1 PRICES

5.1.1 Prices set forth in the Contract shall be the full and exclusive consideration for the execution of Works and/or Services and the supply of the Associated Equipment and Materials and shall be inclusive of all taxes, customs, duties and other public dues and the costs of package, supply, insurance, carriage, delivery and installation of the Equipment and Materials, unless otherwise agreed in writing by Iberdrola, considered as compensation for the Contract, meaning the total and final price.

All prices are given in Euros unless Iberdrola and the Supplier have expressly agreed to use a different currency.

5.1.2 The prices shall be broken down into (i) the price of the Works and/or Services; (ii) the price of the Associated Equipment and Materials, and (iii) the VAT and relevant taxes, where applicable.

5.1.3 If Iberdrola considers it appropriate or necessary to implement a unit of the Works and/or Services not expressly included in the Contract that implies a change in the scope of the Contract and whose price has not been specified in the pricing table, the Supplier must implement the new unit of the Works and/or Services. The Parties shall agree on the respective price based on the breakdown of other analogous units for which there is a unit price. The implementation of the new unit of the Works and/or Services shall not be subject to the timing of the agreement regarding its price; should there be any urgency or need, the unit must be executed prior to the same. Once the emergency has passed, the Parties shall agree upon the price as soon as possible and formalise the documentation corresponding to the changes made.

5.1.4 The prices shall be considered fixed and non-revisable.

5.1.5 Changes in currency exchange rates shall not allow any variation or review on the agreed prices.

5.1.6 No increase in the prices may be made (whether on account of increased material, labour or transport costs, indexation, fluctuation in rates of exchange or otherwise) without the prior written consent of Iberdrola. No amount in addition to the prices shall be payable by Iberdrola unless agreed in writing and either (i) signed by authorised representatives of Iberdrola or (ii) confirmed by the issue by Iberdrola of an amendment to the Contract.

5.2 INVOICING

5.2.1 Original invoices shall be sent to Iberdrola's address indicated in the Contract and with the tax number of Iberdrola indicated therein. In addition to the formal requirements contained in current legislation, they must expressly contain the Contract number they correspond to, separately detailing the quantities and applicable unit prices, the taxable amount, applicable retention, type and sum of VAT, the total amount of the invoice and the sum to retain as a compliance warranty, all expressed in the currency stipulated in the Contract.

5.2.2 Under no circumstances may invoices be issued based only on the execution of the Contract, unless the Parties specifically agreed on an advance payment which is payable after execution of the Contract.

5.2.3 Unless otherwise provided in the Contract, the date of each invoice shall be the effective date of the acceptance of the relevant Supply by Iberdrola in accordance with the Contract and shall not be prior to the date on which, in accordance with the Contract, it is to be issued. Invoices may only be issued for the items received and registered in accordance with the above mentioned conditions of delivery.

5.2.4 Only one single Contract may be consigned for each invoice.

5.2.5 In general, upon receipt of all of the Works and/or Services to the satisfaction of Iberdrola, the Supplier may submit for acceptance the bill of calculations and subsequently the corresponding invoice.

The Works and/or Services shall be invoiced upon completion of the same, provided that the execution period is equal to or less than three months. If the period of time is longer, partial certifications of the Works and/or Services associated with the fulfilment of the agreed-upon conditions or milestones may be issued. In

such a case, an invoice shall be issued for each partial certification. In no case may the invoicing be prior to the date on which, pursuant to the Contract, the issuance thereof takes place.

5.2.6 The Supplier shall send the aforementioned calculations within one (1) month following the completion of the Works and Services.

5.2.7 Invoices that do not meet any of the above requirements or the requirements set forth in the Contract shall not be accepted and shall be returned. The partial non-fulfilment of any of the relevant obligations shall be considered as a failure to comply with all of them.

5.2.8 Items may be invoiced through the auto-invoicing system as long as the Parties so agree in the Contract.

5.2.9 The payment of invoices shall not release the Supplier from its responsibilities or obligation contained in the Contract.

5.2.10 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Works and/or Services or supplying the Associated Equipment and Materials and, and the Supplier shall allow Iberdrola to inspect such records at any time on Iberdrola's reasonable request.

5.3 PAYMENTS

5.3.1 All payments shall be done in the term of sixty (60) days starting with the receipt of the corresponding valid invoice that has been properly rendered in accordance with the Contract. The due date for payment of the invoice shall be the first payment date so established in the Iberdrola Group's administrative calendar after the invoice becomes due. The aforementioned administrative calendar shall establish at least one (1) payment day every month.

Payments shall only be made to the name of the Supplier and via transfer to an open bank account held by the Supplier, be it in the country where the Supplier or the Iberdrola Group corporation that has contracted out for the Works and/or Services have a business domicile, or in the country where the Works and/or Services have been executed. As appropriate, the Supplier shall prove ownership and provide identifying details concerning the bank account where the payments are to be made. Iberdrola may retain any relevant payment, without incurring any liability, until the Supplier proves the ownership of the bank account.

In the event that Iberdrola is delayed in paying the price, late-payment interest shall apply that corresponds to a

third of the interest type established for this purpose in the current legislation concerning this issue in the fight against defaults in business operations.

5.3.2 Should Iberdrola realise that the Supplier is in breach of its obligations in such a way that it may lead to liability or other direct action against Iberdrola, regardless of whether or not the Contract is executed, and as soon as it is aware of such a circumstance, Iberdrola may retain all the payments pending to be made to the Supplier in an amount that is sufficient to cover such liabilities; it may also pay such liabilities on the account of the Supplier.

This right of retention and payment on account of the Supplier shall extend to any damages resulting from the Supplier's breach referred to above, or any other case in which liability could be diverted to Iberdrola.

5.3.3 Iberdrola shall be entitled to withhold and offset any pending payment to the Supplier, from the amount that the Supplier owes to Iberdrola.

5.3.4 Payment of the price does not imply Iberdrola's acknowledgement of the Supplier having fulfilled all its obligations under the Contract or waive any rights Iberdrola might hold hereunder concerning the Supplier, expressly retaining the exercise of those rights without harm to any fulfilled payments.

5.3.5 Iberdrola shall withhold from payments those taxes that correspond to current legislation, meaning the Supplier must prove or certify as the case may be, prior to payment of the invoice, any exemptions or percentage reductions of the withholding, for reasons of residence or any other circumstance that bestows the right to a more favourable treatment.

5.3.6 In no case shall payments be made to a Supplier that is not current with its tax or social obligations until it resolves the issue.

5.3.7 The Supplier shall not be entitled to assign its obligations or collection rights under the Contract without the prior written consent of Iberdrola.

5.4 FULFILMENT GUARANTEE

The Supplier and Iberdrola agree that for each payment made in this regard that has no associated advance payment, Iberdrola shall be entitled to withhold 10% (ten percent) of the sum as a guarantee of fulfilment by the Supplier of its obligations under the Contract (hereinafter, the "**Fulfilment Guarantee**").

Iberdrola may accept to replace such retention by the delivery of the Supplier to Iberdrola at the beginning of

the Supply of a bank guarantee or surety/bond (*Bürgschaft*) for 10% (ten per cent) of the total amount of the Supply, issued by a financial entity accepted by Iberdrola, where the relevant expenses shall be on the Supplier's account.

The bank guarantee terms and conditions shall expressly state the following:

- Its irrevocable and unconditional character, excluding the benefit of discussion, division and order;
- the guarantor shall be jointly and severally responsible together with the Supplier, should the guarantee be executed; and;
- the term of validity shall correspond to the term of the Contract
- it shall be subject to German law and under the jurisdiction of the courts of Berlin.

In case the Supplier provides Iberdrola with a surety/bond (*Bürgschaft*) in accordance with section 765 German Civil Code, the bank shall waive the defence of prior execution and enforcement (*Einrede der Vorausklage* – sections 771 and 772 German Civil Code), the defence of voidability (*Einrede der Anfechtbarkeit* – section 770 para. 1 German Civil Code) and the defence of set-off (*Einrede der Aufrechnung* – section 770 para. 2 German Civil Code) unless the counter-claims are uncontested or finally adjudicated by a competent court or arbitration. The financial entity shall not be entitled to discharge its obligations under the surety/bond by depositing the guaranteed amount (*Hinterlegung*).

Cancellations shall only be made after Iberdrola has issued its written consent. Iberdrola shall pay out the retention to the Supplier fourteen (14) days after the Warranty Period for the latest part of the Supply has expired. If the retention was been replaced by a bank guarantee or surety/bond, this bank guarantee or surety/bond has to be returned to the Supplier at the above mentioned time.

5.5 DELAY LIQUIDATED DAMAGES

The time is an essential aspect of the Contract. Without prejudice to Iberdrola's other rights and remedies under the Contract and/or applicable legislation, should the Supplier fail to fulfil such Time Schedule or delivery deadlines established in the Contract or notified by Iberdrola, the Supplier shall pay Iberdrola, as a compensation for its damages, including additional cost and expenditure (the "**Liquidated Damages**"), an amount equal to one per cent (1%) of the final total price of the execution of Works and Services and the supply of the Associated Equipment and Materials (defined as the initially agreed prices plus any adjustments or reviews

carried out according to the terms of the Contract resulting from modifications, extraordinary work, revision of prices, or any other reason) for each full calendar week's delay.

Without prejudice to Iberdrola's other rights and remedies under and/or pursuant to the Contract and/or at law, such Liquidated Damages shall never exceed fifteen per cent (15%) of the final total price of the Contract, defined as the initially agreed price of the Contract plus any adjustments or reviews carried out according to the terms hereunder.

The Liquidated Damages shall apply and be due immediately upon the Supplier's failure to comply with the Time Schedule or the established deadlines.

Notwithstanding the foregoing, if the damages caused to Iberdrola as a result of the delay can be quantified and they represent an amount that is higher than the Liquidated Damages calculated in accordance with the above, Iberdrola is entitled to claim such damages from the Supplier but only if and to the extent they exceed the amount of Liquidated Damages. The Supplier is entitled to demonstrate that damages and/or decrease in value have either not occurred or are substantially less than the Liquidated Damages. In any case, the Liquidated Damages are to be reduced accordingly.

Regardless of the application of the above paragraphs, should the Supplier not keep to the time line, any loss, penalty, claim or action suffered or incurred by Iberdrola to a third party due to breach of applicable contractual commitments to third parties, which are directly related to the relevant supply, shall be fully met by the Supplier.

5.5.1 Iberdrola is allowed to deduct any Liquidated Damages due from the payment of any pending invoices.

5.5.2 In no event shall the payment of any Liquidated Damages excuse the Supplier from performing any of its other obligations under this Contract or prejudice Iberdrola's rights under the Contract or applicable law.

5.5.3 This clause 5.5 is without prejudice to any other liquidated damages applicable to the Supplier's performance of the Works and/or Services and the supply of the Associated Equipment and Materials that are set out in any other part of the Contract.

5.5.4 Where any Liquidated Damages are due or payable by the Supplier (and/or are applied by Iberdrola to reduce any prices that are payable to the Supplier) in accordance with the terms of the Contract in connection with any breach and/or failure by the Supplier, the Parties acknowledge and agree that:

- a) the amount(s) and/or rate(s) of the Liquidated Damages that are set out in or are applied pursuant to the Contract: i) do not constitute a penalty; ii) represent a reasonable, proportionate and legitimate adjustment to the prices to reflect the reduced value to Iberdrola of the relevant Services provided by the Supplier as a result of the relevant breach and/or failure by the Supplier; and iii) include, without limitation, a genuine pre-estimate of the minimum amount of the losses that will be suffered or incurred by Iberdrola as a result of the relevant breach or failure by the Supplier; and
- b) unless expressly stated to the contrary in the Contract, the payment or application of Liquidated Damages shall not be Iberdrola's sole or exclusive remedy in connection with the relevant breach or failure by the Supplier.

5.6 TAXES

5.6.1 All the taxes, duties, compensation quotas, contributions and public prices or fees resulting from the execution of the Contract shall be on the account of the Supplier, except for those which correspond to Iberdrola in accordance with applicable legislation.

5.6.2 The Party responsible for a specific importation shall be responsible for all the duties, taxes and other encumbrances related to such importation and the Supplier shall hold Iberdrola harmless in case Iberdrola is held liable with regard to such taxes, duties, etc.

5.6.3 Iberdrola and the Supplier shall co-operate on obtaining the exemptions and other tax benefits that apply to the Supply and they shall further undertake to jointly establish, together with Iberdrola, the best way for the determining thereof. When, due to the lack of diligence or any other reason attributable to the Supplier, Iberdrola loses a tax benefit applicable to the Supply, Iberdrola may discount the amount relevant to such benefit from the agreed price.

6. ASSIGNMENT AND SUBCONTRACTING

6.1 The Supplier shall not assign or otherwise transfer the Contract or any of the rights, interests or obligations thereunder without the prior written consent of Iberdrola, and any attempted assignment in violation hereof shall be void.

Iberdrola shall have the right to assign, subcontract or otherwise transfer the Contract or any rights, obligations or interests thereunder to any other company of the Iberdrola Group without obtaining the prior consent of Supplier.

6.2 The Supplier shall neither subcontract nor permit any portion of the Supply to be subcontracted without the prior written consent of Iberdrola.

Any time it were desired to raise the possibility of subcontracting or modifying an activity, proper authorisation must be expressly sought indicating the identity of the subcontractor, the aspect of supply it would be responsible for, the name of the company proposed to act as subcontractor, the duration of said subcontract and the region in which it would function.

In the event Iberdrola expressly authorises a subcontract in accordance with this clause, the Supplier shall be the sole responsible Party answerable to Iberdrola for the entire Scope of Supply under the terms of this Contract.

Therefore, the Supplier recognises and agrees that said authorisation shall not release, waive or otherwise relieve the Supplier in any way from the responsibilities under the Contract, meaning it remains responsible for all acts or omissions committed by subcontractors and its Personnel, whose acts or omissions are considered to have been committed by the very same Supplier.

Any obligation imposed on the Supplier under and/or pursuant to the Contract to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to ensure that all subcontractors and Personnel also do, or refrain from doing, such act or thing.

The Supplier shall expressly indicate in the contract or other documentation executed with the assignee or subcontractor the latter's obligation of meeting all the requirements set forth in the Contract, indicating the technical and quality requirements, terms of execution, and also Iberdrola's right to have access to the assignee's or the subcontractor's facilities, and to obtain all the documentation that certifies the above.

In addition, the Supplier shall expressly include in the contract or other documentation executed with the subcontractor the latter's waiver of any action against Iberdrola derived from the Contract or from the subcontracting agreement.

Any assignee or subcontractor shall have to prove and give evidence of the fulfilment of and compliance with relevant and required technical qualifications for carrying out the subcontracted work, if so requested by Iberdrola.

Should the Supplier subcontract or assign Works and/or Services, it shall require the subcontractors or assignees to comply with all the provisions set forth in applicable legislation and standards concerning social security and workplace safety and hygiene, as well as environmental

legislation providing Iberdrola with all the relevant certifying documentation evidencing such compliance. The Supplier shall obtain from the relevant subcontractor or assignee written confirmation of awareness of its provision, which shall be sent to Iberdrola on or before the date on which the subcontractor or assignee starts executing its work. Even if Iberdrola does not demand this confirmation, the Supplier remains responsible for providing it.

6.3 In the event that Iberdrola should accept a subcontracting proposal, said acceptance shall be understood as awarded during the term indicated in the request, and any changes (in terms of time frame, company, subcontracted services, region, etc.) shall require an additional prior and express authorisation by Iberdrola. Notwithstanding the foregoing, Iberdrola shall be able to rescind said authorisation at any time, by simply issuing to the Supplier communication to this effect in the manner described in these T&Cs. Beyond that, the Supplier shall comply with the following clause 6.4.

6.4 The Supplier confirms to Iberdrola that he complies with the requirements of the German Minimum Wage Act (*Mindestlohngesetz*) and the German Act on the Posting of Workers (*Arbeitnehmer-Entsendegesetz*) if and to the extent these laws are applicable to the Supply. In such case, the following shall apply:

- a) The Supplier hereby guarantees to Iberdrola that he and any subcontractor contracted by him and individually approved pursuant to subparagraph e) below will comply with the provisions of the German Minimum Wage Act and the German Act on the Posting of Workers.
- b) The Supplier shall on first demand hold Iberdrola free and harmless from any claim which may be risen against the Company under the German Minimum Wage Act and the German Act on the Posting of Workers by the Personnel and/or of employees of any subcontractor and shall bear any damages and costs - including any necessary legal defence costs - which arise from such disputes. Section 774 German Civil Code shall remain unaffected.
- c) The Supplier shall support Iberdrola in defending against such claims to the best of his knowledge and with the greatest possible care.
- d) Upon request of Iberdrola and provided there are legitimate grounds to suspect a violation of the provisions of the German Minimum Wage Act and/or the German Act on the Posting of Workers, the Supplier shall provide the Company with records of wages and salaries (documents pursuant to section 17 German Minimum Wage Act) for the hours worked by staff deployed for purposes of

performance under the Contract. This shall not affect the provisions of the German Federal Data Protection Act (*Bundesdatenschutzgesetz*) or any other applicable data protection provisions.

- e) As stipulated in clause 6.2, the Supplier's use of subcontractors is subject to the prior consent of Iberdrola. Such consent shall be applied for in writing, attaching documents, which allow for a plausibility check of the subcontractor's offer and indicate that the subcontractor fully complies with the provisions of the German Minimum Wage Act and the German Act on the Posting of Workers. If such approval is granted, the Supplier shall impose all the obligations under the German Minimum Wage Act and the German Act on the Posting of Workers as set out herein likewise on the subcontractor. This shall also apply to the foregoing obligation to impose obligations on the subcontractor.
- f) In case of any violation by the Supplier of the statutory provisions of the German Minimum Wage Act and the German Act on the Posting of Workers, which potentially, irrespective whether that potential is build up by a single or repeated violations, could establish claims of the Personnel and / or of employees of any subcontractor contracted by the Supplier and individually approved pursuant to subparagraph e) above or which potentially, irrespective whether that potential is build up by a single or repeated violations, could lead to the initiation of administrative offence proceedings against Iberdrola, Iberdrola shall be entitled to an extraordinary termination of the Contract without notice.
- g) Iberdrola may offset any payments made pursuant to section 13 German Minimum Wage Act, section 14 German Act on the Posting of Workers against all of the Supplier's claims.

6.5 The Supplier shall not accept the imposition of subcontractors, as they must be chosen solely based upon the objective criteria of technical solvency and ultimate service quality to be provided to Iberdrola. Any imposition intent shall be rejected and notified to Iberdrola using the Supplier ethics mailbox available in the website of Iberdrola.

Non-compliance with the obligation described in the above paragraph shall be considered non-compliance with the Suppliers' Code of Ethics.

7. CONFIDENTIAL INFORMATION

7.1 The Supplier undertakes to maintain in the strictest confidence:

- i. all information obtained from Iberdrola and/or any Iberdrola Group company or third parties (whether verbally or in writing and in any format) regarding the Contract, and/or any other activity of Iberdrola and/or any Iberdrola Group company (including, without limitation, the Request for Bid, the Bid, the Contract and any other information relating to Iberdrola's and/or any Iberdrola Group company's respective customers, personnel, contractors, business and/or activities and any Company Data or Personal Data, as defined below); and
- ii. all information created, developed or formulated from any of the information referred to in clause 7.1(i),

together, the "Confidential Information".

For the purpose of the Contract, "Company Data" means any information that relates to the operation or functionality of plants, factories, networks, or grids of Iberdrola or its affiliates or to which the Iberdrola or its affiliates have access, including, without limitation, infrastructure information and internal financial information.

Confidential Information is considered to be "Protected Information" for the purpose of implementing the necessary cyber-security and information protection measures set forth in clause 9 of these T&Cs.

The Supplier and its Representatives (as defined below) may have access to commercially sensitive information which could give a competitive advantage, where applicable, to market regulated power sales companies. Therefore, unless Iberdrola expressly advises the Supplier otherwise, the disclosure of such information by the Supplier and/or any of its Representatives to any of these companies (whether or not they belong to Iberdrola Group) is prohibited.

The following will not be considered Confidential Information:

- i. if it is in the public domain on the disclosure date by Iberdrola or later becomes so without any non-compliance with this clause 7 on the part of the Supplier;
- ii. if it is known to or is legally in the possession of the Supplier, without any restriction or obligation of confidentiality regarding it, before the disclosure date by Iberdrola;
- iii. if it is legitimately obtained from a third party not subject to obligations of confidentiality; or

- iv. if it is developed independently by the Supplier without using Confidential Information.

7.2 Should the Supplier be legally required to disclose any Confidential Information by any competent judicial or administrative authority (including but not limited to, oral questions, interrogations, requests for Confidential Information or documents, civil, administrative or criminal investigations or similar proceedings), it shall immediately and prior to disclosing any Confidential Information, communicate such requirement and the relevant information to Iberdrola in writing, such that Iberdrola may initiate relevant actions, including seeking an appropriate protective order, aimed at preventing, whenever legally possible, the disclosure of such Confidential Information or waive compliance with this provision.

If in the absence of a protective order or the receipt of a waiver hereunder, the Supplier is nonetheless advised by legal counsel that it is legally compelled to disclose such information, the Supplier shall furnish only that part of the Confidential Information that, in the opinion of its legal advisers, it is obliged to disclose, and will use its best efforts to ensure the Confidential Information disclosed is treated confidentially, including making any applications or requests, for confidential treatment in the event that Iberdrola has no standing to make such application or request.

In the absence of specific instruction by the competent authority regarding the part of the Confidential Information that must be disclosed by legal imperative, any decision on this must be taken by the Supplier after consultation with Iberdrola.

7.3 The Supplier may only disclose Confidential Information to its Representatives provided that (i) the disclosure is necessary to carry out Supplier's obligations under the Contract, and (ii) such Representatives are bound by the same confidentiality obligations set forth in the Contract, and (iii) the Supplier shall remain responsible for any breach of the obligations set forth in the Contract to the same extent as if the Supplier caused such breach.

7.4 The Supplier guarantees and undertakes (i) that the Confidential Information to which it and/or its Representatives (as defined below) has access will be protected with adequate security measures to prevent the Confidential Information from being disclosed to third parties, including, but not limited to, in accordance with the provisions of clause 9 below; and (ii) that it shall have and shall ensure that its Representatives exercise the degree of care and take the actions necessary to comply with the confidentiality obligations imposed under this clause 7.

7.5 The confidentiality obligations described in this clause 7 shall remain in force indefinitely.

7.6 The Supplier shall be liable for any breach of the confidentiality obligations set forth in the Contract by any of its shareholders, administrators, Personnel, assignees, subcontractors or professional advisers (hereinafter, its "**Representatives**") who have had access to the Confidential Information. Iberdrola reserves the right to take pertinent legal actions to defend its interests regarding the breach of confidentiality.

7.7 The Supplier will indemnify Iberdrola for all losses, claims damages, expenses and costs suffered or incurred by Iberdrola and/or any Iberdrola Group company arising directly or indirectly from the breach by the Supplier and/or by any of its Representatives of the confidentiality obligations provided for in this clause 7 or the disclosure or unauthorised use of the Confidential Information.

8. PROTECTING PERSONAL DATA

For the purposes of the Contract, the term "**Personal Data**" means any information or data stored, processed or transmitted by the Iberdrola Group that relates to a particular identified or identifiable living individual or any other meaning or definition according to applicable data protection legislation.

Personal Data are considered to be "**Protected Information**" for the purpose of implementing the necessary cyber-security and information protection measures set forth in clause 8 of these T&Cs.

The Personal Data of the representatives of the Parties and those of the designated persons of contact who may take part in the Contract, shall be processed, respectively, by each Party, acting independently as data controller. Such data shall be processed for the purposes of complying with the rights and obligations derived from the Contract. The legal basis of such processing is the performance of this Contract and the compliance with any legal obligations of the Parties.

The Personal Data shall be stored for as long as the contractual relationship established herein is in force, and thereafter, such data shall be duly blocked, until the expiry of the statute of limitation of any available legal actions. The data shall be only processed by the Parties, and those third parties to which they are by law or contract obliged to disclose (such being the case of third parties that are service providers entrusted with any service connected with management or performance of the Contract).

The data subject may exercise, in the terms established in the applicable laws, the rights of access, rectification and erasure, as well as the rights of restriction to processing, to object and to data portability, by means of serving a written notice to each Party to the addresses indicated in the contract and, in the case of Iberdrola, also by serving the communication to its data protection officer at the e-mail address: datenschutz@iberdrola.de. Where the rights of the individuals are not properly satisfied, the data subject has the right to lodge a claim with the Spanish supervisory authority, that is, the Agencia Española de Protección de Datos, or with any other competent control authority.

Each Party expressly agrees to inform their employees and other contact persons of the terms of this clause and shall hold the other Party harmless and indemnify it from any damages arising from the breach of this obligation.

8.1 Access by the Supplier, its Personnel or subcontractors to Personal Data whose handling is under the management of Iberdrola.

OPTION 1: NO ACCESS TO PERSONAL DATA

Apart from the data of the Parties representative and the Personal Data of the contact person mentioned before, in the event that any activity to be carried out by the Supplier, by its nature, does not necessitate access to Personal Data whose handling falls under the responsibility of Iberdrola, the Supplier is expressly prohibited from such access in the event it were to accidentally be able to access said information.

Thus, the Supplier attests to having informed its employees about the following aspects, and retaining accreditation of compliance with this requirement:

- a) a) The prohibition against accessing Personal Data while conducting work for Iberdrola.
- b) b) The obligation to inform Iberdrola of any safety incident related to any service that could or does give rise to an eventual access to Personal Data.
- c) c) The duty to maintain confidential any information of Personal Data with those who may eventually have access, which must also remain so after the Contract has ended, and not to use it for any purpose whatsoever.

Notwithstanding the foregoing, if as a result of any security incident or if it were inevitable for executing the Contract, the Personnel of the Supplier or its subcontractors were to access or handle Personal Data owned by Iberdrola, the Supplier commits to immediately inform Iberdrola of such access or handling,

which shall be regulated by what is set out in option 2 below.

OPTION 2: HAVING ACCESS TO PERSONAL DATA

Apart from the data of the Parties representative and the Personal Data of the contact person mentioned before, when handling Personal Data that is under the control of Iberdrola that the Supplier were to have access to as a result of the Contract or the provision of Associated Services, it must respect what is set out in current regulations at the time of executing the Contract, both national and local.

The Supplier shall be considered responsible for processing, and the access to Personal Data shall not be considered as data communication whenever the processing by the responsible Party is regulated by a contract that fulfils the legally stipulated requirements. With the purpose of fulfilling the above obligation, access to Personal Data by the data processor shall be regulated in an annex to the Contract provided by Iberdrola.

8.2 Processing by Iberdrola of Supplier personal data

Apart from the data of the Parties representative and the Personal Data of the contact person mentioned before, in the event Iberdrola handles Supplier's or its subcontractors Personal Data for specific, explicit and legitimate purposes such as managing the building security and access control, compliance with the legislation on workplace risk prevention and management and contracting paperwork, the Supplier states that it shall comply with the principles and legality of Personal Data processing and declares:

- a) That the information given concerning the situation in the social security system (high, low, travel inside and outside the European Community), legal situation in Germany (ID number, passport, work permit and residence), fitness for work, training, qualification, delivery of personal protective equipment and information on the prevention of occupational hazards of their workers.
- b) That it commits to keeping them updated throughout the Contract's duration in such a way as to reflect the current situation.
- c) That, before providing the Personal Data to Iberdrola:
 - i. It has informed its Personnel, subcontractors and subcontracting employees and has legitimized them in accordance with the applicable legislation, indicating that such Personal Data will be processed by Iberdrola for the purposes indicated in this clause 8.2 and pointing out also the potential assignment of Personal Data as a consequence of

the application of the legislation in force; that the legal basis of the processing is the fulfilment of the Contract, the legal obligations of Iberdrola and the legitimate interest of Iberdrola in guaranteeing the security of its facilities.

- ii. It has informed its Personnel and subcontracting employees that: (i) the Personal Data shall be stored for as long as the contractual relationship established herein is in force, and thereafter, such data shall be duly blocked, until the expiry of the statute of limitation of any available legal actions; and (ii) they may exercise its rights free of charge, attaching a copy of the identity document or equivalent accreditation document, by contacting to data protection officers indicated in this clause .

9. CYBER-SECURITY AND INFORMATION SECURITY

The Cyber-security conditions set out in this clause 9 are applicable to all the performance of Works and Services and all the supply Associated Equipment and Materials (if any) and to the performance of the Supplier's obligations under and/or pursuant to the Contract.

9.1 "Cyber-infrastructure" means the electronic information and communication systems and services, as well as the information contained therein. These systems, both those housed within the facilities as well as those that are cloud-based, be they proprietary or third-party, in any manner, are comprised of hardware and software for processing (creating, accessing, modifying and destroying), storing (on magnetic, electronic or other formats) and sending (shared use and distribution) information, or any combination of said elements that include any type of electronic device such as, without limitation, standard computers (desktop/laptop) with internet connections, digital storage methods used on computers (e.g. hard drives), mobiles, smartphones, personal digital assistants, data storage media, digital and video cameras (including CCTV), GPS systems, etc.

Likewise, **"Protected Information"** means any information created, received, transmitted or stored that by its nature or value to Iberdrola and/or any Iberdrola Group company requires reinforced protection measures, including but not limited to Confidential Information, Company Data, private or secret information, Personal Data, credit card data, commercially sensitive information, critical infrastructure information, strategic business information, credentials, encryption data, system and application access logs, or any other information that may be affected by a regulation.

9.2 When the Supplier is expressly authorised by Iberdrola to subcontract, the Supplier undertakes that the subcontractor shall assume the same obligations assumed by the Supplier under this clause, and in any case, the Supplier shall be liable for any breach by the subcontractor or its personnel of the obligations established here concerning cyber-security and information security and privacy.

9.3 Data or information related to the Contract that is property of Iberdrola and/or any Iberdrola Group company or the Cyber-infrastructure elements provided to the Supplier by Iberdrola and/or any Iberdrola Group company, shall only be processed and used by the Supplier for the purpose of fulfilling the obligations contained within the Contract and for no other purpose whatsoever.

The Supplier shall ensure compliance with all applicable data protection, privacy and security laws and regulations and shall not place Iberdrola, by act or omission, in a situation of non-compliance.

9.4 The Supplier must, at all times, know the level of information protection that should be afforded to the Protected Information as the corresponding standards and applicable laws and regulations, and it shall adopt the technical and organizational security measures adequate thereto.

The Supplier shall, at least, maintain technical and organizational security measures consistent with the type of Protected Information being processed and the services being provided by the Supplier, to secure Protected Information, which measures shall implement industry accepted protections which include physical, electronic and procedural safeguards to protect the Protected Information supplied to Supplier against any Data Security Breach or other security incident, and any security requirements, obligations, specifications or event reporting procedures set forth in the Contract. As part of such security measures, Supplier shall provide a secure environment for all Protected Information and any hardware and software (including servers, network, and data components) to be provided or used by Supplier as part of its performance under the Contract on which Protected Information is contained to the extent the same is located on Supplier's premises.

For the purpose of the Contract, "**Data Security Breach**" means: (A) the loss or misuse (by any means) of Protected Information; (B) the inadvertent, unauthorized and/or unlawful processing, corruption, modification, transfer, sale or lease of Protected Information; or (C) any other act or omission that compromises the security, confidentiality, or integrity of Protected Information.

The Supplier is not authorised to disclose, provide direct or indirect access to the Protected Information or provide it to a third party, including affiliates, even for storage purposes. The Supplier is also not authorised to provide the capacity to decrypt encrypted passwords. Should an intervention by a third party be necessary, express written authorisation from Iberdrola indicating its purpose must be obtained, and the third party will be required to fulfil the same obligations that are required of the Supplier.

9.5 If, in order to fulfil the purpose of the Contract, Iberdrola makes available to the Supplier's Personnel or its subcontractors or subsidiaries any electronic devices or other computerised media or resources, or it provides a Iberdrola email account or credentials for accessing applications, internet connectivity, or other Cyber-infrastructure elements of Iberdrola, the Supplier shall be responsible for ensuring that Personnel and subcontractors are informed and expressly commits to comply with the security and acceptable use conditions established by Iberdrola, which shall be provided in a separate appendix. The Supplier shall retain the documents that prove compliance with these duties and shall deliver them to Iberdrola upon request.

9.6 When the Scope of Supply implies the use or connection of the Supplier's cyber-infrastructure to that of Iberdrola, Iberdrola shall make available reasonable physical, technical and administration security measures to protect itself and to help prevent any data Security Breach or other security incident from taking place in respect of its own Cyber-infrastructure.

9.6.1 The connection between Iberdrola's and the Supplier's network is not permitted, unless expressly agreed to in the Contract, in which case it must be done by establishing encrypted and authenticated virtual private networks, and the number of interconnection points between the two networks must be the minimum that is compatible with the required level of availability. The connection with the Supplier's network shall be removed as soon as there is no need for it.

Direct user connections from the Supplier to Iberdrola's network are not permitted. If necessary, they will set up only after Iberdrola has authorised it and only for the agreed upon duration.

9.6.2 If the Contract is fully or partially carried out at the Supplier's facilities, the Supplier must establish the mechanisms and procedures for physical access to said facilities so as to prevent unauthorised personnel from accessing the Cyber-infrastructure or Protected Information during the time in which the Supplier has access to Protected Information.

9.6.3 The Supplier shall establish the mechanisms and procedures for identifying, authenticating and controlling logical access necessary to prevent unauthorised personnel from accessing its Cyber-infrastructure elements and Iberdrola's Protected Information, and, in particular:

- a) The Supplier will have procedures based on the principle of least privilege when granting, assigning and withdrawing authorized access and permissions to Personnel of the Supplier or its subcontractors including privileged users or administration taking into account the need for, the use of and the confidentiality of the data and resources to perform their tasks;
- b) The Supplier will maintain an updated inventory of the access and permissions granted and will withdraw access permissions from its Personnel who cease working within a period of less than 24 hours in order to comply with the purpose defined in the Contract. Credentials must always be encrypted when stored and transmitted;
- c) It shall have policies and procedures that ensure the strength of the passwords and that they are updated regularly. Passwords shall be changed during the installation processes of new hardware or software, and in particular, the Supplier's default passwords will be changed;

9.6.4 The Supplier shall implement the technical and organisational measures necessary to ensure operational continuity under the service level agreements adopted for the Contract (including but not limited to contingency plans, backup and recovery procedures). In particular:

- a) The Supplier shall make backup copies of the Protected Information as frequently as is required for the performance of the Contract and according to the nature of the data, establishing the appropriate procedures and mechanisms to ensure that the data can be retrieved, that only authorised Supplier's Personnel obtain them and that they are transferred and stored in such a way as to prevent access or manipulation by unauthorised persons.
- b) The same security measures shall apply to backups as to the original Protected Information.

9.6.5 In the event that access has been expressly authorised by Iberdrola to use the Supplier's own computing equipment for accessing Iberdrola's and/or any Iberdrola Group company's Cyber-infrastructure, the Supplier shall guarantee and undertake that there are adequate security measures to protect the stationary or portable computing equipment and mobile devices used to access such Cyber-infrastructure or for storing, processing or transmitting the Protected Information, including but not limited to:

- a) Automatic locking if the device is left unattended for a certain period of time. User authentication will be required for unlocking.
- b) Protection against malicious software and known vulnerabilities.
- c) Updating the operating system as often as the Supplier requires.

Insofar as possible the Supplier's Personnel will avoid storing any Protected Information on portable equipment or mobile devices. Should the performance of the Contract so require, Iberdrola's prior authorisation will be sought and said data must be protected by encryption or any other mechanism that guarantees that the information is not legible or manipulated by unauthorised personnel.

The Supplier shall maintain an action procedure should the equipment or device be lost or stolen, ensuring, insofar as possible that the event be communicated promptly, Protected Information regarding Iberdrola be deleted safely in accordance with recognised standards, and access to Iberdrola's systems or systems containing Iberdrola's data be suspended.

Before equipment is reused or replaced, the Supplier must protect, or if applicable remove, all of the Protected Information stored on it, ensuring that unauthorised personnel cannot access or recover it.

9.6.6 The Supplier shall establish adequate procedures to guarantee protection against loss or unauthorised processing of files, computer media and paper documents containing information related to the Contract and guarantee that they are destroyed when the reasons for their creation no longer apply. Extracting data from a file and downloading it to a server or delivering it electronically is considered equivalent to the computer media for the purposes of complying with these measures.

Iberdrola may solicit information concerning any processing of Protected Information by the Supplier. In these cases the Supplier must apply security measures according to the sensitivity of the information that they contain.

9.6.7 The Supplier shall include security measures appropriate to the nature of the information processed in developing, maintaining and testing the equipment that will be used in fulfilling the Contract. The Supplier will adopt secure code development standards and ensure that no real data is used in test environments. If absolutely necessary, Iberdrola's express authorisation will be required and the same security measures required for the work environment will be applied to these tests environments.

9.7 When the Scope of Supply includes the supply of Associated Equipment and Materials, the Supplier shall prove that best security practices and standards have been applied for the design, fabrication, maintenance, and, where applicable, installation of the supplied Associated Equipment and Materials, including its components.

9.7.1 For any such Associated Equipment and Materials with information processing capacity or network connectivity options:

- a) The Supplier shall provide evidence or certificates that guarantee design security, firmware/software updates and malware protection.
- b) The Supplier shall conduct periodic analyses of vulnerabilities and inform Iberdrola about any necessary updates, especially those that affect security.
- c) All internet connected devices shall be protected with adequately complex passwords that can be changed by Iberdrola.
- d) The configuration of devices, equipment and materials shall be adjustable exclusively according to Iberdrola's needs, and any unnecessary functionality deactivated. Should the Supplier conduct any configuration, documentation to that effect shall be provided.

9.7.2 The Supplier shall implement a procedure to notify of and manage any Data Security Breach or security incidents, which it will disclose among its Personnel, and will act with special diligence in those cases involving critical elements of Iberdrola's Cyber-infrastructure or Protected Information or when the reputation or legal responsibility of Iberdrola and/or any Iberdrola Group company or the interests of the persons whose information is processed may be affected.

The Supplier shall immediately notify Iberdrola of the existence of any security incident always within a maximum period of 24 hours after becoming aware of it, or if shorter, the shortest legal period, and shall assist and cooperate with Iberdrola in terms of any necessary communication to third parties and other reasonable measures to remedy the situation when Iberdrola requests it or as required by law.

Merely by way of example, the Supplier shall notify Iberdrola the following:

- a) Access or attempts to access systems, equipment, applications, files, repositories, devices etc. by unauthorised persons or programs.
- b) Disclosing or compromising Protected Information including but not limited to credentials, authentication or encryption data.

- c) Total or partial loss of data or information for any reason.
- d) Uncontrolled distribution: sending information to people who should not receive it.
- e) Loss or removal of computer equipment or storage media, files, repositories or part of their contents.
- f) Attacks caused by viruses / malicious software that may affect the exchange of information between the Supplier and Iberdrola.
- g) Others: any irregularity or deficiency detected regarding compliance with the safety criteria indicated in this clause 9.

The Supplier and Iberdrola must agree on the necessary actions, resolution times and follow-up mechanisms insofar as is necessary by the potential impact.

9.8 Once the Supplier's contractual performance has been completed, or in the event of a termination of the Contract, the Supplier shall return to Iberdrola or securely destroy, at Iberdrola choice, all information owned by Iberdrola that may be in its possession, as well as any media or document that includes Protected Information. Should information destruction be selected, the Supplier shall provide its corresponding certification by following recognised standards for doing so.

Furthermore, all equipment, devices and storage media owned by Iberdrola shall be returned and any potential connectivity to Iberdrola's Cyber-infrastructure will be suspended. The same shall occur whenever the infrastructure elements or information are no longer needed for the performance of the Supplier's obligations under the Contract.

If the Supplier is required by applicable law to retain Iberdrola's Protected Information, it shall keep both the Protected Information and the items that contain it duly protected and only for the time necessary in accordance with applicable laws and regulations. Once said period has lapsed, they will be destroyed or returned to Iberdrola, at Iberdrola's choice, as will any media or documents containing any such data and no copy of the information will be kept.

9.9 At Iberdrola's request, the Supplier shall provide evidence of security assessments or audits. Iberdrola shall have the right to conduct independent audits and/or inspections of the Supplier's security measures at its data processing facilities and any cloud storage services. Such audits or inspections shall be conducted by Iberdrola or by a representative or audit agency approved by Iberdrola. The Supplier undertakes to comply with the possible plan of action that may result from said audits.

9.10 The Supplier shall provide Iberdrola with reasonable and timely support in responding to any request, complaint or other communications received by any individual, government, governmental agency, regulatory authority or other bodies that may have an interest in the use, leakage, disclosure or misuse of any data or information related to the Contract, included Protected Information, insofar as they comply with the processing the data or information by the Supplier.

Iberdrola must be informed in advance of any communication of data that the Supplier must perform pursuant to a legal or judicial provision.

9.11 To the extent that the Supplier is afforded regular access in any way to Cardholder Data as defined below and for so long as it has such access, the following requirements shall apply with respect to the Cardholder Data:

- a) The Supplier represents that it is presently in compliance, and will remain in compliance with the Payment Card Industry Data Security Standard ("**PCI Standard**"), and all updates to PCI Standard, developed and published jointly by American Express, Discover, MasterCard and Visa ("**Payment Card Brands**") for protecting individual credit and debit card account numbers ("**Cardholder Data**").
- b) The Supplier acknowledges that Cardholder Data is owned exclusively by Iberdrola, credit card issuers, the relevant Payment Card Brand, and entities licensed to process credit and debit card transactions on behalf of Iberdrola, and further acknowledges that such Cardholder Data may be used solely to assist the foregoing Parties in completing a transaction, supporting a loyalty program, providing fraud control services, or for other uses specifically required by law, the operating regulations of the Payment Card Brands, or the Contract.
- c) To the extent that the Cardholder Data is regularly maintained on the premises or property of the Supplier, the Supplier shall maintain a business continuity plan addressing the possibility of a potential disruption of service, disaster, failure or interruption of its ordinary business process, which business continuity plan provides for appropriate back-up facilities to ensure that the Supplier can continue to fulfil its obligations under the Contract.
- d) The Supplier agrees that, in the event of a Data Security Breach or other security incident arising out of or relating to the Supplier's premises or equipment contained thereon, the Supplier shall afford full cooperation and access to Supplier's premises, books, logs and records by a designee of the Payment Card Brands to the extent necessary to perform a thorough security review and to validate

Supplier's compliance with the PCI Standards; provided, that such access is provided during regular business hours and in such a manner so as to minimize the disruption of Supplier's operations.

10. SUSPENSION AND TERMINATION

10.1 CONTRACT SUSPENSION

Iberdrola may, by written notice, direct the Supplier to suspend performance of any or all of the Works and Services pursuant to any Contract for a specified period of time.

If such suspension is caused by the default of the Supplier or any other cause that allows Iberdrola to terminate the Contract, Iberdrola (without prejudice to its rights under clause 10.2, which shall subsist during any period of suspension) shall not be obliged to pay the prices and/or any other costs, fees, charges or other amounts to the Supplier during any period of suspension.

If such suspension is not caused by the default of Supplier, the Supplier will be compensated with (i) an equitable amount for any part of the Works and/or Services satisfactorily performed by the Supplier as of the date of such suspension in accordance with the payment terms of the applicable Contract, and (ii) any other equitable amounts directly related to the Supply performed prior to suspension, provided that such amounts are reasonably documented by the Supplier and accepted by Iberdrola.

Upon receipt of such notice to suspend, the Supplier shall: (i) suspend its performance of the Works and/or Services, (ii) place no further orders in connection with the Supply, (iii) suspend all orders related to the Works and/or Services, (iv) protect and maintain the Works and/or Services, and (v) otherwise mitigate Iberdrola's costs and liabilities for those portions of the Works and/or Services suspended.

The Supplier shall promptly resume the Supply upon receipt of instructions from Iberdrola to do so, subject to equitable adjustments to the schedule and cost for performing the Works and/or Services, as may be agreed to by the Parties

The Supplier recognizes and accepts that the exercise of the suspension right in accordance with this clause 10.1 by Iberdrola shall not give right to Supplier to any additional payment or compensation pursuant to the Contract.

10.2 CONTRACT TERMINATION

10.2.1 The Contract may be terminated, wholly or partially, upon mutual agreement between the Parties.

Should this occur, the Parties shall endorse a termination agreement that shall stipulate payment for completed work, or any work that stands at an advanced state upon the moment of termination notification.

10.2.2 The Contract can be fully or partially terminated by Iberdrola without the Supplier being able to seek compensation, penalty or liability in the following cases:

- a) Non-compliance on the part of the Supplier of any of the Contract duties.
- b) When there are delays in the delivery terms caused by the Supplier that permit the application of delay penalties on three occasions.
- c) When, for reasons attributable to the Supplier, the performance of the Works and/or Services is suspended or stopped or there is no continuity or due diligence in the execution thereof, including when such events are due to strikes or conflicts whether or not they are beyond the purview of the Supplier's company.
- d) Dissolution, transformation, merger, takeover or any other structural modification to the company, change of control, fundamental change to the corporate purpose, reduction of capital or death of the Supplier.
- e) the Supplier files its own application for the opening of insolvency proceedings against its assets, a third party files an application for the opening of insolvency proceedings against the assets of the Supplier and the application is not rejected or withdrawn within twenty-four (24) days or the opening of insolvency proceedings against the assets of the Supplier is denied for lack of assets.
- f) the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable laws) has an effect similar to that of any of these acts or events (this shall not apply in case of a solvent amalgamation or restructuring)
- g) When Contract compliance implies a conflict of interest for the Supplier or for Iberdrola.
- h) When the Supplier contracts with companies that compete with Iberdrola or any of the Iberdrola Group's companies.
- i) When so ordered by any administrative or judicial authority or legally required by any third party.

- j) Upon the unilateral will of Iberdrola, through written notification to the Supplier with a prior notice period of one (1), month, without the need for any justification whatsoever.
- k) The draw-down of any or all of the assets and/or businesses of the Supplier, as well as ceasing or the threat to cease its business activity.
- l) If Iberdrola, acting reasonably, considers any conduct, act or omission of the Supplier (or its Personnel or subcontractors) to be harmful to the interests and/or reputation of Iberdrola, so that it affects compliance with the Supplier's Code of Ethics.
- m) In the event the credit risk of the Supplier reduces or invalidates the assessment requirement of such risk for Iberdrola.
- n) Should there be substantial changes in the financial, monetary or debt markets, decreases in the credit ratings or similar circumstances that could affect the liquidity, solvency or asset situation of Iberdrola.

Whenever one of the above causes occurs, Iberdrola shall be able to fully or partially put an early end to the Contract, and must reliably communicate this to the Supplier without such an early termination giving rise to any compensation or penalty in favour of the Supplier and with Iberdrola assuming the sole duty of paying the amounts that had accrued to the Supplier until such a moment for work already carried out.

The Supplier, upon receiving termination communication issued by Iberdrola, it shall cease any work or activity connected to the Supply or, as appropriate, it shall follow the instructions given by Iberdrola concerning the termination of supply already under way. Additionally, at the request of Iberdrola, it shall return or deliver to Iberdrola all documents, information and any other material it possesses and that contains Protected Information, being likewise obligated to compensate Iberdrola for damage or harm it suffers as a result of non-compliance by the Supplier and early termination of the Contract.

Expiry or termination of the Contract for whatever reason shall not affect the accrued rights of the Parties at the date of expiry or termination and, in particular, the right to recover damages, therefore after termination the provisions of the Contract that expressly or implicitly have such an intention shall remain in force.

11. LIABILITY

The Supplier is solely liable to Iberdrola for the due execution of the Contract, including any duty to repair damages and give compensation for any harm that may result. The approval by Iberdrola of documents or

proposals prepared by the Supplier or its Personnel in fulfilling the Contract, or carrying out reviews, tests or trials, while still to Iberdrola's satisfaction, shall not free the Supplier from its liability nor mean that said responsibility is shared by Iberdrola.

The recommendations or observations formulated by Iberdrola during Contract execution or any reviews, tests or trials shall not exempt the Supplier from such liability or have it lessened, nor excuse the Supplier from complying with the terms of the Contract, except for those cases in which Iberdrola demanded the pursuit of said recommendations or observations and with the express reservation of the Supplier regarding compliance.

A strike during Contract execution shall never constitute an exculpatory reason for liabilities.

The contractual risks, obligations and responsibilities of the Supplier are not limited by taking out the insurance policies referred to in these T&Cs, and as a result, the amount and scope of the duties and responsibilities that arise from taking on such risks shall not be reduced in any way by the named insurance policies or failure to contract or have sufficient coverage for them to the detriment of Iberdrola or third parties.

The Supplier specifically and expressly agrees to indemnify, defend, and hold harmless Iberdrola and its officers, directors, Personnel and agents (hereinafter collectively "**Indemnitees**") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought or made against or incurred by any of the Indemnitees to the extent resulting from or arising out of any acts or omissions of the Supplier, its employees, agents, representatives or subcontractors of any tier, their employees, agents or representatives in the performance or non-performance of the Supplier's obligations under the Contract or the breach of any applicable legislation.

The indemnity obligations under this clause 11 shall include without limitation:

- a) Loss of or damage to any property of Iberdrola, the Supplier or any third party; and
- b) Bodily or personal injury to, or death of any person(s), including employees of Iberdrola, or of the Supplier or its subcontractors of any tier.

The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this clause 11. The Supplier's indemnity obligation under this clause 11 shall not extend to any liability to the extent caused by the

sole gross negligence or wilful misconduct of any of the Indemnitees.

12. OTHER CLAUSES

12.1 SANCTIONS

Neither the Supplier, its subsidiaries nor to the knowledge of the Supplier, any of their employees, directors, officers or agents or any persons acting on their behalf (the "**Related Persons**") are currently or can reasonably be expected to be in the future subject of (a) any U.S. sanctions administered or enforced by the Office of Foreign Assets Control of the U.S Department of the Treasury ("**OFAC**") or (b) any measures equivalent to such OFAC measures administered or enforced by (i) the European Union, (ii) Her Majesty's Treasury, (iii) the U.S. government or (iv) the United Nations Security Council (collectively, "**Sanctions**"), nor is the Company located, organized or resident in a country or territory that is the subject of Sanctions.

Notwithstanding anything in the Contract to the contrary, in the event that the Supplier or any of the Related Persons are subject of any Sanctions: (i) the Supplier shall immediately notify Iberdrola; (ii) Iberdrola shall have the right to unilaterally terminate this Contract without the Supplier being able to seek compensation, penalty or liability and (iii) the Supplier shall defend, indemnify and hold harmless Iberdrola against any and all costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amounts of any nature, including reasonable attorneys' fees, arising from, caused by or related to the Supplier or any of the Related Persons being subject of any Sanctions.

12.2 NOTICES

All notifications, requests and other communications that must occur between the Parties shall be done in writing and be considered complete, if they are, primarily, supplied using a sure communication informatics system implemented by Iberdrola for such a purpose and that provides adequate warranties over the validity and the propriety of the provided information. Otherwise, the communications shall be (i) delivered personally, (ii) sent by fax or email (with receipt confirmation), or (iii) sent by mail (with delivery confirmation) to the address given for each Party in the Contract, being obligated to give warranty notice of any address change or transfer.

12.3 AMENDMENTS AND SUPPLEMENTS

12.3.1 Iberdrola may request a change to the timing, nature, description or extent of the performance of the Works and Services (and the supply of any Associated

Equipment and Materials) at any time. Any change that is agreed in writing and signed by both Parties shall be subject to the terms of the Contract.

12.3.2 Except as expressly provided to the contrary in the Contract, no variation to the Contract shall be binding upon the Parties unless made in writing and signed by authorised representatives of each of the Parties.

12.3.3 Industrial and intellectual property

With regard to any work results from the Works and Services including the Associated Equipment and Materials the Supplier and his personnel and subcontractors and their personnel are the owners of any intellectual or industrial property rights and authors of any works susceptible to copyright protection (such work results hereinafter collectively referred to as the “Results”). It is the obligation of the Supplier to obtain all rights in any Result created by such persons in such a way that the Supplier is able to grant Iberdrola the rights in the Result as specified in this clause.

The Supplier undertakes to transfer all ownership rights to physical data and documents related to his Result to Iberdrola immediately after their creation.

The Supplier hereby assigns to Iberdrola any and all intellectual and industrial property rights arising, or to arise, related to the Result. In detail:

- a) All Results shall be the property of Iberdrola. The Supplier hereby fully assigns and transfers to Iberdrola any and all economic rights arising from the Result, including but not limited to ideas, concepts, procedures, technologies, specifications, computer programs, reports and drafts, documentation and training material.
- b) Iberdrola hereby expressly accepts assignment and granting of such rights in advance. Iberdrola may file applications for property rights for the Supplier's Result in its own name or permit third parties to do so.
- c) The Supplier hereby assigns to Iberdrola any and all claims for compensation of damages accruing to the Supplier because third parties engage in commercial exploitation of the Result with the consent or the help of the Supplier.

To the extent that it is not possible to assign and/or transfer the rights in the Result, the Supplier hereby grants Iberdrola comprehensive and exclusive rights of use to the Result. Such rights of use being exclusive, transferable, sub-licensable, irrevocable and unrestricted in terms of time, content and territory, for all known types of use and for any type of use as yet unknown at the time the contract is entered into. This

means that Iberdrola has the exclusive right to use and exploit the Result and the Works and Services of the Supplier.

For pre-existing elements which form Part of the Result, the Supplier assigns to Iberdrola the same rights as for the elements of the Result which have been individually created for Iberdrola with the sole difference that the rights assigned in such pre-existing elements shall be non-exclusive instead of exclusive.

The rights assigned by the Supplier to Iberdrola and/or the rights of use granted by the Supplier to Iberdrola shall include, but not be limited to, the irrevocable, transferable and sub-licensable right to use, exploit and modify the Result – in particular software – designed and/or programmed by the Supplier including the source code and the other elements of the Result. This right is granted for all kinds of use of the Result in form of exclusive rights of use and comprises in particular: The right of reproduction, the distribution right, the adaptation right, the broadcasting right, the right of representation, the right of digitisation, the database right, the making-available-online right, the online-transmission right, the right of online reproduction, the rental and lending rights, the right to communication to the public in any other form and the right to modify the Result or to reproduce it in a modified form or to otherwise exploit the Result in Germany or abroad.

In consideration of the circumstance that Iberdrola might need to use the Result in the future also for any forms of commercial exploitation which are presently only technical possibilities or which are based on technologies invented or gaining commercial significance only after execution of this Agreement, the Supplier hereby expressly agrees that the rights licensed to Iberdrola hereunder shall also extend, on an exclusive basis, in perpetuity, throughout the world and without limitation, to all forms of commercial exploitation which are today technical possibilities only or are completely unknown within the meaning of § 31a German Copyright Act.

The Supplier is entitled to use open source components when developing Software which is intended to become part of the Results only with Iberdrola's prior written agreement and provided the Supplier complies with the following obligations: If open source components are integrated in the Software,

- a) the Supplier shall provide Iberdrola with a written list of used open source components and a copy of applicable terms of use of open source software. The terms of use of open source software shall not become part of this Agreement;
- b) the Supplier shall ensure that the Software (in particular the functional core area) can be

completely separated from the open source components without impairment of the Software's functions and that those parts of the Software that were developed by the Supplier do not (whether in whole or in part) come under an open source license. The Supplier must ensure that the used open source components do not have a viral effect on the remaining components of the Software, in particular not in a way that the Software as a whole may be classified as open source software and, for instance, the source code of the whole Software must be disclosed.

The Supplier guarantees to Iberdrola that none of the rights in and to the Result granted by the Supplier to Iberdrola pursuant to this Agreement have been granted and/or assigned to any other person, firm or other entity and that the full utilization of the Result and/or the Works and Services by Iberdrola will not violate any rights of third parties. The Supplier shall on first demand hold Iberdrola free and harmless from any claim which may be risen against Iberdrola by third parties alleging a violation of their rights resulting from the use by Iberdrola of the Result and/or the Works and Services and shall bear any damages and costs - including any necessary legal defence costs - which arise from such disputes. Section 774 German Civil Code shall remain unaffected. The Supplier shall support Iberdrola in defending against such claims to the best of his knowledge and with the greatest possible care. Further statutory rights of Iberdrola remain unaffected.

The endorsement of the Contract does not imply the cession of any intellectual or industrial property rights owned by Iberdrola, unless there is express written authorisation. Any use, publication or printing by the Supplier of the trade names, trademarks, emblems, logotypes, or any other distinctive symbol of Iberdrola or its partners shall require prior approval in writing by Iberdrola.

12.4 CODES AND STANDARDS

Without prejudice to the Supplier's other obligations under and/or pursuant to the Contract, as a general rule, and except as expressly specified otherwise in the Contract the Equipment and Materials and any Associated Services shall be designed, manufactured, inspected and tested in accordance with the applicable legislation of Germany.

Prudent industrial practices shall be followed for the design, manufacturing, inspection and test processes with regard to any provision not regulated by the applicable legislation and standards.

12.5 LANGUAGE AND UNITS OF MEASURE

The Contract, all the documents, plans and notifications by and between the Supplier and Iberdrola and the instructions and specifications plates shall be in English.

International System of Units shall be used in all the documents and plans, and all the recording or indexing instruments shall be designed without exception in units of the aforementioned system.

12.6 LICENSES, PERMITS AND AUTHORISATIONS

Each Party shall obtain and maintain, on its own account, the licences, permits and authorisations required to fulfil the contractual obligations, save to the extent that other specific obligations regarding the obtaining and/or maintaining of any particular licences, permits and/or authorisations are set out elsewhere in the Contract.

Each Party shall provide the other with reasonable assistance for obtaining and maintaining such licences, permits and authorisations. In particular, the Supplier shall supply **Iberdrola** with information and documents such as plans, diagrams, calculations, etc. that may be required by the competent bodies to authorise the commissioning of the facility to which the Equipment and Materials are incorporated.

In the cases of importation, both Parties, regardless of the established delivery condition, shall obtain and maintain, on their own account, any exportation and importation licences, permits and authorisations required by any government authority in their respective countries.

12.7 FORCE MAJEURE

12.7.1 For the purposes of the Contract, an extraordinary event or circumstance of force majeure is an event that:

- a) prevents or delays the affected Party from complying with its obligations in accordance with the Contract; and
- b) is beyond the reasonable control of the affected Party; and
- c) is not the result of fault or negligence of any of the Parties; and
- d) could not be avoided by the affected Party through the exercise of due diligence, including the spending of any reasonable amount of money taking into account the nature of the Works and Services and/or Associated Equipment and Materials.

The above-mentioned four (4) conditions must be met for the relevant fact to be considered as an event of force majeure. Economic difficulties of either of the Parties shall not be deemed to be an event of force majeure.

In any case, the events considered as force majeure shall include, without limitation, the following:

- Earthquakes, tidal waves, fires, floods or other natural disasters officially declared as catastrophes by the competent authorities and in accordance with applicable legislation.
- Damage caused by terrorist acts or produced in a time of war or by sedition or riots.
- Legal strikes that exceed the scope of the Supplier's business and whose termination does not depend on the Supplier's decision.

In all cases of force majeure, the affected Parties shall notify the other Party in writing no later than seven (7) days after the Party became aware of the relevant event or circumstance constituting force majeure.

The Party invoking an event of force majeure shall have the burden of proof.

Upon receipt of the aforementioned notification, the Parties shall be relieved from complying with their duties in light of the Contract while the force majeure persists. As soon as possible, the Parties shall conduct good faith negotiations in order to proceed with the Contract compliance. In any case, the Party affected by the force majeure event must pursue any reasonable effort to mitigate the effects of said cause in order to enable the ongoing execution of the Contract. A Party shall give notice to the other Party when it ceases to be affected by the force majeure

Iberdrola shall be entitled to terminate the Contract (without Iberdrola having any liability to the Supplier) with immediate effect by notice to the Supplier in the event that a force majeure event affects the Supplier's performance of all or any significant part of its obligations under the Contract for a continuous period of seven (7) days or for multiple periods which total more than fifteen (15) days.

Should the Parties not reach an agreement regarding the application of force majeure, the situation shall be resolved in accordance with clause 12.9 below.

12.7.2 Consequences of Force Majeure.

- a) Neither Party shall be entitled to recover from the other Party any costs, damages, losses or expenses (including those relating to prolongation) arising or occasioned from force majeure.
- b) No liability of either Party which arose before the occurrence of the force majeure shall be excused as a result of the occurrence;
- c) a force majeure shall not be the basis for pricing changes or additional compensation under the Contract; and

- d) each Party shall be responsible for its own expenses and costs related to a force majeure.

12.8 SEVERABILITY

If any term or provision of the Contract is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, provisions and conditions therein shall nevertheless remain in force and effect. Upon such determination, the Parties shall negotiate in good faith to modify the Contract so as to achieve the original intention of the Parties as closely as possible to the fullest extent permitted by law, to the end that the object of the agreement is fulfilled to the extent possible.

Any right, term or conditions of the Contract may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by the Party waiving such right, term or condition. Notwithstanding the foregoing, no failure or delay by any Party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise preclude any other further exercise thereof or the exercise of any other right hereunder. The exercise of rights or options contained in the Contract by one of the Parties shall not impede nor limit the exercise of any other right that may also be contained therein.

12.9 LAW AND JURISDICTION

12.9.1 These T&Cs and the Contract shall be governed by the laws of Germany. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

12.9.2 Where a Party considers that a dispute exists (the "Dispute") that Party shall give formal written notice to the other Party of the existence of the Dispute.

12.9.3 All Disputes between the Parties shall be in the first instance referred by the Parties to their relevant respective representatives for resolution.

12.9.4 If any Dispute cannot be resolved by the Parties' relevant representatives within thirty (30) working days after the date of referral under clause 12.9.3, the Dispute shall be definitively resolved pursuant to clause 12.9.5.

12.9.5 Any Dispute arising in connection to the Contract shall be definitively resolved by the courts and tribunals of the city of Berlin.

13. CORPORATE SOCIAL RESPONSIBILITY OF THE SUPPLIER

In complying with the provisions of the Contract carrying out the Supply, the Supplier shall endeavour:

- a) To promote good practices for support and respect for the protection of human rights;
- b) To avoid involvement of any kind in the abuse of the said rights;
- c) To respect the freedom of union membership and the right to collective bargaining, subject to applicable legislation;
- d) To eliminate all kinds of forced labour, understood as any work or service required of an individual under the threat of any penalty and for which the individual does not voluntarily offer his services;
- e) To avoid any form of child labour in his organisation, observing the minimum age for contracting Personnel in accordance with current applicable legislation and implementing the appropriate, reliable mechanisms for verifying the age of his employees;
- f) To eliminate all discrimination in employment and occupation. For these purposes, it shall be considered as discrimination any distinction, exclusion or preference based on race, colour, gender, religion, political leaning, national or social origin whose purpose is to cancel or alter equal opportunities in employment and occupation;
- g) To keep a preventive focus on environmental issues in order to achieve sustainable development, limiting the activities whose impact on the environment is questionable.

The Supplier undertakes to comply with current applicable legislation governing the aforementioned principles.

The Supplier undertakes to notify Iberdrola of any situation in which the breach of the aforementioned principles is noticed, as well as the plan for correcting the situation. If such correction plan is not implemented by the Supplier in a reasonable term, Iberdrola reserves the right to terminate and cancel the Contract with no liability or responsibility on its side.

The Supplier shall establish the aforementioned principles as part of the terms and conditions of any agreement it enters into with any subcontractor or assignee.

At all times during the term of the Contract, the Supplier shall allow Iberdrola's personnel to review the level of fulfilment with the principles established in this clause.

14. BUSINESS ETHICS

The Supplier represents warrants and undertakes as follows:

14.1 General

- a) The Supplier is duly organized and validly existing under the laws of the state of its organization and has all requisite legal power and authority to execute the Contract and carry out its obligations thereunder.
- b) The Supplier is currently and will in the future be in compliance with all relevant laws and regulations applicable to its performance under the contract, including but not limited to any anti-bribery laws.
- c) The Supplier will maintain in full force and effect all licenses and permits required for its performance under the Contract.
- d) The Supplier further agrees to cooperate fully in the collection, compilation and maintenance of data within its possession or control as may be required to be reported by Iberdrola under any statutes, regulations, orders or other contractual commitments.
- e) No director, officer, employee or representative of the Supplier has (or will have during the term of the contract) any personal or business interest that would present an actual, potential or apparent conflict of interest with the performance of the Contract determined by Iberdrola in its sole discretion. Conflicts of interest include, but are not limited to: (i) gifts or payments made directly or indirectly to an existing employee of Iberdrola, its parents or affiliates, by the Supplier at any time prior to, during, or following the term of the contract; (ii) having an existing employee of Iberdrola serve as officer, director, consultant, advisor, representative or be an employee of the Supplier; or (iii) any officer, director, employee, related legal entity or representative of the Supplier being related in any way (personal, business interest or otherwise) to an employee of Iberdrola without the Supplier first disclosing such relationship to Iberdrola in writing prior to the execution of the Contract.

14.2 Standard of Conduct. The Supplier will at all times employ the highest standards of honesty, integrity and fair dealing in rendering its services under the Contract. Further, the Supplier will make no representations or guarantees concerning Iberdrola or its services that are false, misleading or inconsistent with Iberdrola's instructions to the Supplier or with representations contained in any promotional materials, literature, manuals or price lists published and supplied by Iberdrola

from time to time and, further, will do nothing to damage the reputation of Iberdrola or its services.

14.3 Reviews of the Supplier. The Supplier allows Iberdrola to carry out at any time a background review of the Supplier including, but not limited to, financial and potential criminal matters, and it hereby expressly ratifies any such reviews conducted by Iberdrola prior to the execution of the Contract. Upon Iberdrola's request, the Supplier agrees to provide Iberdrola written notice of the address, telephone number and contact information for its business offices.

14.4 Notification. The Supplier will notify Iberdrola in writing immediately upon the occurrence of any of the following events: (1) any claim or notification made or threatened against or in relation to the Supplier, Iberdrola or any other Party with respect to the supply; (2) any change in the ownership of the Supplier; or (3) any action or event that may cause the Supplier to become involved in a conflict of interest with Iberdrola.

14.5 Anti-Corruption. The Supplier represents, warrants and undertakes that:

- a) It has and will continue to comply with all applicable anti-corruption laws. The Supplier agrees that it has not and will not, directly or indirectly, offer, promise, pay, authorize or give, money or anything of value to corruptly (1) influence any official act or decision, in any way relating to the Supplier any related activity, of any Covered Party, any government, any government-owned or controlled entity or any government instrumentality; (2) secure any improper advantage in connection with the Supplier any related activity; or (3) obtain or retain business, or to direct business to any person or entity, in connection with the Supplier any related activity;

For purposes of the Contract, a "**Covered Party**" includes any official, officer, employee or representative of any: (i) federal, state, provincial, county or municipal state government or any department or agency thereof; (ii) public international organization or any department or agency thereof; or (iii) company or other entity owned or controlled by any government, including state-owned, operated or controlled utilities or other energy-related concerns; as well as any political party or party official, or any candidate for political office.

- b) It has maintained and agrees that it will maintain complete and accurate books and records related to the Supplier any related activity, including records of payments to any third parties, in

accordance with generally accepted accounting principles. The Supplier agrees that it will grant Iberdrola access to such books and records for inspection from time to time upon reasonable notice by Iberdrola. Such notice shall be deemed reasonable if it occurs at least fourteen (14) calendar days prior to the noticed inspection date.

- c) No political contributions or charitable donations or other payments of anything of value have been or will be given, offered, promised or paid by the Supplier or at the request of any Covered Party that is in any way related to the Supplier any related activity, without Iberdrola's prior written approval.
- d) If Iberdrola reasonably and in good faith believes that the Supplier has violated any of the anti-corruption terms of these T&Cs, the Supplier will cooperate in good faith with Iberdrola to determine whether such a breach has occurred.

Non-compliance with any of the terms of this clause will constitute a material breach of these T&Cs.

15. Environmental Conditions

The Supplier undertakes to fulfill as many duties as fall to it by application of current environmental legislation, notwithstanding any modifications which may take place in the future concerning this area. In particular, the Supplier must comply with environmental legislation concerning packaging, labeling, return of packaging of products, and transport of hazardous substances and preparations. These examples are provided as illustrative, not exhaustive.

As far as possible, the Supplier must supply products or materials with ecologically-sound labeling and must reuse and recycle waste resulting from the products or materials supplied.