

## Registration of new suppliers

### Legal Notice

#### Access to the Portal

The registration as a supplier on the Purchase Portal of BANCO SABADELL is subject to the prior reading and acceptance of the following clauses. Should you fail to indicate your agreement with these clauses, you will be unable to register. Whenever you access and use the Portal, it shall be presumed that you have given your express, full and unreserved acceptance of the full content of this Legal Notice. Likewise, as the Main User of your company, you are required to accept the terms of this Legal Notice and to ensure that all users registered in your company adhere to these terms, thereby holding BANCO SABADELL harmless from any liability for any potential damages that such users may cause to your company or any other company as a result of their activities when using the Portal.

### Clauses

#### 1. Purpose of the BANCO SABADELL Purchase Portal

The BANCO SABADELL Purchase Portal is the means by which BANCO SABADELL communicates with its suppliers to request from them proposals, documents or other commercial information deemed necessary. BANCO SABADELL may also use the portal to send information that it considers may be of use to you.

BANCO SABADELL acts as both direct purchaser and purchasing manager of its customers, and will act on their behalf during the purchasing process.

The use or access to the Portal and/or Services shall not attribute any rights to the SUPPLIER over any brands, trade names or distinctive symbols used therein; such items shall remain the property of BANCO SABADELL or other third parties. As a result, all contents shall remain the intellectual property of BANCO SABADELL or third parties, and shall not be construed under any circumstances to have been transferred to the SUPPLIER.

#### 2. Purpose

The purpose of this agreement is to regulate the relationship between BANCO SABADELL and the SUPPLIER, for all matters related to the use of the Portal.

#### 3. Obligations of the SUPPLIER

The obligations of the supplier shall be as follows:

- a. Provide as much information as necessary for the correct performance of the system, and to keep such information updated, promptly giving notification of any changes to such information.
- b. Guarantee the authenticity of the information provided upon completing the necessary forms to subscribe to the Services. Likewise, the SUPPLIER shall update the information provided to reflect their true circumstances at all times. Therefore, the SUPPLIER shall be solely responsible for any losses or damages caused to BANCO SABADELL as a result of inaccurate or false statements.
- c. Maintain absolute confidentiality in terms of all information generated during the course of the relationship between the SUPPLIER and BANCO SABADELL.

d. Refrain from improper or unlawful use of the Portal, and refrain from using the Portal for purposes other than those intended. The SUPPLIER shall refrain from accessing unauthorised sections of the Portal.

e. Fully comply with their commitments when sending information through the Portal. Should the SUPPLIER fail to demonstrate the necessary commercial diligence, or should they fail to comply with the undertaken commitments, BANCO SABADELL shall reserve the right to temporarily or permanently block the SUPPLIER's access to the Portal.

f. The SUPPLIER shall only indicate those groups of materials related to goods or services that they market, manufacture or distribute at the time of acceptance of the agreement, and which are of commercial interest to BANCO SABADELL.

g. The SUPPLIER accepts that any offers included on the Portal shall be considered to have the same scope and validity as an offer submitted by any other traditional means (letter, fax).

h. The SUPPLIER undertakes to use the Portal and Services correctly and in compliance with the law, this Legal Notice and any other regulations or instructions of which they are informed, and with the generally accepted morals and good practices and public order law.

For this reason, they shall refrain from using the Portal or any other Services for illicit purposes, which are prohibited in this Legal Notice, or which are injurious to third party rights and interests. Specifically, by way of illustration, the SUPPLIER undertakes not to transmit, distribute or put at the disposal of third parties any information, data, contents, graphs, sound and/or image files, photographs, recordings, software and in general any type of material that:

1. Goes against the fundamental rights and public freedoms acknowledged in the Spanish Constitution, international treaties and applicable laws;
2. Instigates, incites or promotes criminal acts that go against laws, commonly accepted morals or good practices or to public order law;
3. Is false, inaccurate, or could result in an error, or which constitutes illicit, misleading or disloyal advertising;
4. Is protected by intellectual or industrial property rights of third parties, without prior authorisation;
5. Undermines rights to honour, privacy or image;
6. Undermines standards for the confidentiality of communications;
7. Constitutes disloyal competition, or damages the corporate image of BANCO SABADELL or third parties;
8. Is affected by a virus or similar elements that may damage or prevent the correct performance of the Portal, its computer equipment or its files and documents.

#### 4. Rights of the SUPPLIER

The rights of the SUPPLIER are as follows:

1. Maintain a constant presence on the BANCO SABADELL database as a registered supplier.
2. Receive requests for offers by virtue of implemented regulations.

## 5. Obligations of BANCO SABADELL

a. BANCO SABADELL undertakes to adopt a confidentiality and data protection policy, to safeguard the privacy of personal information obtained through its website and in compliance with the provisions set forth in EU Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and the free movement of such data and in the Organic Law 3/2018 on the protection of personal data and the guarantee of digital rights.

The personal data of the Main User and other users who register, whether they are individual entrepreneur, independent professional or representative of a legal entity, shall be processed by BANCO SABADELL for the sole purpose of managing the use of the Portal and maintaining the business relations derived from it, on the legal grounds of the same. They may exercise their rights of access, rectification, opposition, deletion, limitation and portability via the corresponding address, in accordance with the provisions of the aforementioned regulations.

Notwithstanding, BANCO SABADELL reserves the right to amend its policy on confidentiality in order to adapt it to legislative, judicial or technical changes or any other changes that allow it to offer improved services and contents; therefore, it is advisable to regularly review these standards. Should BANCO SABADELL make any amendments, it shall give notification of such changes on this website a reasonable period prior to their implementation.

All personal information provided freely and voluntarily by the users through the BANCO SABADELL network shall fall under the policy on confidentiality and data protection, as shall any other information, the provision of which is mandatory, such as usernames and passwords.

### SPECIFIC SECURITY MEASURES

Use of secure connections with SSL to protect information transmitted from the supplier's web browser to BANCO SABADELL.

Encryption of confidential personal information.

Security controls to restrict access to databases where information that allows the supplier to be identified is stored.

Restricted access to databases storing personal data to employees and requirements of employees to comply with strict confidentiality standards.

Binding contractual obligations of external contracted personnel to adopt technical and organisational measures to safeguard personal information.

b. BANCO SABADELL recognises the rights of suppliers to access, cancel, rectify or oppose their data, which may be exercised at their registered address or through their email address.

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08174 Sant Cugat del Vallès  
0901direcciondecompras@bancsabadell.com

c. BANCO SABADELL shall not transmit any confidential information to third parties, unless such transmission is to allow the supplier to submit their offers and consider their products as an alternative supply, or when such transmission is required under judicial or legal orders or to protect property and any other rights of BANCO SABADELL.

## 6. RIGHTS OF BANCO SABADELL

a. The supplier consents to BANCO SABADELL divulging their details to other professionals for the sole purpose of conducting any treatment or processing deemed convenient for an improved service, respecting, in all cases, Spanish legislation on Personal Data. The acceptance by the supplier that its data may be divulged in accordance with the terms set forth in this paragraph shall always be revocable with no retroactive effect, pursuant to the provisions of Organic Law 15/1999 of 13 December.

b. The supplier accepts that BANCO SABADELL may send them information on services similar to current services that we generally offer to suppliers under the most advantageous conditions.

c. In the event of a breach by the supplier of their obligations, the Bank may choose to demand due compliance with such obligations or it may choose to terminate the contract, in accordance with the terms set forth in Clause 8 of this Legal Notice.

## 7. Limitation of liability

a. BANCO SABADELL accepts no liability for any matters derived from the unavailability of the system, network or technical failures that cause an outage or interruption on the Portal. Likewise, BANCO SABADELL shall not be liable for any loss or damage caused by computer viruses or other system elements.

b. BANCO SABADELL accepts no liability for payments and/or claims derived from customers' actions related to the agreement between the aforementioned customer(s) and the SUPPLIER.

c. BANCO SABADELL accepts no liability for any activity that is contrary to the laws, uses and customs, or which undermines the obligations set forth in this Legal Notice by any person from BANCO SABADELL, the SUPPLIER or any network user. However, should BANCO SABADELL become aware of any of the conducts mentioned in the previous paragraph, it shall adopt the necessary measures to resolve such conflicts as swiftly and diligently as possible.

d. BANCO SABADELL shall be exempt from any liability derived from interference by unauthorised third parties in the knowledge of conditions and circumstances surrounding the use by SUPPLIERS of the Portal and Services.

## 8. Agreement termination

In the event of a breach of any obligations contained in this Legal Notice, the SUPPLIER or BANCO SABADELL shall give notification of such breach to the party committing such breach, granting them a period of 15 business days from the date of the notification, for them to resolve the issue. If at the end of such period the breach remains unresolved, the other party may choose to fulfil or terminate this agreement, with compensation for losses or damages in both events, pursuant to the provisions of Article 1.124 of the Spanish Civil Code. Should they choose to terminate the agreement, both the SUPPLIER and BANCO SABADELL hereby accept that a simple notification shall be sufficient for such termination to take full effect.

## 9. Duration

The duration of this agreement shall be perpetual provided no claims are submitted by either party with at least 1 month's notice.

To be deregistered from the Service, an email shall be sent with the subject "Withdrawal from the Portal" to 0901direccionecompras@bancsabadell.com. In the event that an email cannot be sent, a fax shall be sent with the basic details with which to identify the SUPPLIER.

## 10. Notifications

a. Notifications between parties may be made using any of the means admitted by Spanish law, that allows a record of receipt to be kept, including fax.

b. Changes in address and fax numbers shall be notified in writing and shall not take effect until two business days after they are received.

c. The relationship between BANCO SABADELL and the SUPPLIER derived from the use of the Portal and services thereby rendered, shall be subject to Spanish legislation and jurisdiction.