

This document sets out the general terms and conditions for the contracting of suppliers by Banco de Sabadell, S.A. (hereinafter, the Bank) of future products and services negotiated and awarded through the Bank's Purchasing Portal. The acceptance of this document by the supplier interested in providing products and services (hereinafter, the Supplier) entails:

- a. That they have read and understood the terms included herein.
- b. That they are a company with sufficient capacity to provide such products and services.
- c. That they have the capacity to undertake, and that they undertake, all obligations described herein.

The validity period of these terms and conditions shall commence on the day on which they are accepted by the Supplier, and shall end on the day on which the corresponding contract for the provision of service(s) awarded through the bidding process conducted through the Bank's Purchasing Portal is signed. This contract shall replace these terms and conditions, and its signature shall be mandatory for all parties on the date on which the Supplier is requested by the Bank to sign the contract following the award of the service, and to ensure the efficiency of this award.

In the event of any discrepancies between the clauses set forth in these General Outsourcing Terms and Conditions and those set forth in the corresponding specific contract for the provision of services or the Details of the award of the service replacing such contract, the clauses specifically set forth in the Specific Contract or Details of the Award shall prevail.

The initiation by the Provider of the provision of the service awarded to it by the Bank shall imply their full confirmation and acceptance of these terms and conditions.

The Bank reserves the right to unilaterally amend these terms and conditions, and such amendments shall not affect any goods or services acquired prior to such amendments.

#### General terms and conditions

The SUPPLIER undertakes to:

1. Have the necessary authorisations, licences and administrative permits, as well as any certificates that enable them to conduct their activity, pursuant to the legislation in force at any given time.
2. Provide services through persons with suitable professional qualifications; effectively organise, control and manage tasks of their employees assigned to this service in order to provide a fully satisfactory service.
3. Use documents, materials, technical means and facilities put at their disposal (where applicable) with due diligence, correctly maintain them and refrain from using them for any purpose other than the provision of the service.
4. Keep all certifications, identifications and passwords required for the performance of their activities, without distributing or disclosing them to third parties. The SUPPLIER shall be obligated to return these, whether in physical or electronic format, once the service has been provided. The SUPPLIER acknowledges that any activity conducted using such certifications, identifications and passwords provided by the BANK shall be deemed to have been conducted by the former.

5. Restrict access to all information of which they have knowledge by virtue of the service to be provided to authorised personnel who require knowledge of such information in order to provide these services.
6. Ensure that their employees do not access computers, computer files or other sources of information owned by the BANK, if access to such items has not been expressly permitted.
7. Respect industrial and intellectual property rights, patents, the rights of brands and any other rights of the Owner of software and confidential information derived therefrom.
8. Obtain consent from their employees to disclose their personal data to the BANK for the development, control and management of the service, and such details may be included in files created for this purpose, therefore the security measures and procedures set forth by the BANK shall apply.
9. Strictly comply with any and all obligations as regards Social Security and other fiscal and employment obligations that could be generated by their personnel.
10. Keep up to date with payments of social security contributions for all personnel involved in the service being provided, expressly stated herein for the purpose of the provisions of Article 42 of the Spanish Workers' Statute, and undertakes to submit a copy to the BANK, prior to the commencement of the provision of the service, of the printout of the RED System (internet service for the exchange of information and documents between users and the Spanish social security general treasury) with the digital fingerprint of their association or registration on the Social Security system for each of their workers involved in the service being provided. The SUPPLIER also undertakes, for the duration of this contract and within a maximum of 15 days from the date of expiry of the period for voluntary payment of charges, to have the printout from the RED System with a digital fingerprint as a justification of payment of each fee accrued by the aforementioned employees.
- 13.- In line with the BANK's description of itself as an institution committed to policies and actions that respect human and workers' rights and that is against the exploitation of persons, and as part of the implementation by the BANK of its policies related to ethics and human rights of suppliers, the SUPPLIER undertakes to adhere to and implement, in both the provision of services and in its daily activities, the principles contained in the Code of Conduct of the BANK with regards to its relationship with suppliers, and the ten principles of the United Nations Global Compact on human rights, labour, environment and anti-corruption, of which the BANK is a member. For this purpose, and for its correct identification, the SUPPLIER acknowledges receipt from the BANK of a document in which the aforementioned principles are listed and described, without prejudice to their publication on the BANK's corporate website.
- 14.- The SUPPLIER accepts the obligation to keep updated, for the duration of the provision of services, a general civil liability policy with a fully solvent insurance firm of recognised prestige, for an amount not less than €600,000 (SIX HUNDRED thousand euros).

The SUPPLIER shall submit to the BANK a copy of its current insurance policy and a certificate from the insurance firm in line with the policy confirming that it is up to date with

its insurance premium payments at the beginning of the provision of the corresponding service and every year during the provision of such service.

#### Control and supervision.

The BANK may supervise and control the activities of the SUPPLIER as a consequence of this contract, and to this end may:

- Request information at any time from the SUPPLIER regarding its activities.
- Regularly inspect, directly and/or through third parties expressly authorised by the BANK, any premises and documents used by the SUPPLIER, and may recommend adopting any other measures deemed necessary by the BANK to guarantee the correct provision of the service.

#### Commercial nature of the service provision

Both parties expressly accept that the business relationship is purely commercial in nature and are fully separate from employment regulations and jurisdiction.

The SUPPLIER shall provide services using its own workers. The payment of pay-rolls, indemnities, social security contributions and any other charges associated with all and any labour obligations arising from the agreed provision of the service using personnel at their disposal, shall be solely and exclusively borne by the SUPPLIER. Likewise, the payment of sanctions and all types of charges due to a breach of labour regulations or enforced by the authority charged by work inspections or labour courts and tribunals shall be solely and exclusively borne by the SUPPLIER. The BANK shall be exempt from any liability for employees of the SUPPLIER related to occupational risks, particularly for any lack of fulfilment by such personnel of workplace security and occupational risk prevention standards set forth by the BANK for its own premises and personnel.

#### Independence of parties

The provision of a service does not constitute any dependency, corporate relationship or representation between Parties, who shall retain their full independence.

Each Party, during the course of their activities, shall represent an autonomous corporate organisation, and shall be responsible, directly or indirectly, for the fulfilment of all legally applicable obligations, particularly in respect of taxation and employment. Each party shall conduct its activities in their own name, and at their own risk and responsibility, and shall under no circumstances be authorised to act on behalf of the other Party or accept obligations of any type in the name or on behalf of the latter. All expenses and investments generated by each party during the course of their activities shall be borne by them and under their sole responsibility and risk, in addition to any taxes or levies imposed as a result of their activity.

#### Computer resources, industrial property and intellectual property

All materials, documents, technical resources, registered brands, trade names and logos provided by the BANK to the SUPPLIER for the provision of the service are considered to be the

sole property of the BANK and shall not be used for any purpose other than the provision of such service. The SUPPLIER shall be responsible for their correct use, protection and safekeeping.

The SUPPLIER undertakes not to use under any circumstance any trade name or registered brand of the BANK or any of its Group companies, or the anagram or symbols of its corporate image or which are distinctive of the BANK, or any of its Group companies, without express written authorisation from the BANK.

Once the service has been provided, the SUPPLIER shall return to the BANK in full all materials, documents and technical resources provided for the provision of the service.

#### Liabilities

The SUPPLIER shall be liable to the BANK in all its corresponding activities and obligations, and any culpable or negligent acts, manipulation, fraudulent activity or undue access performed by its personnel, and shall hold the BANK harmless for any loss, fine, sanction or damages faced by the latter as a consequence of the non-fulfilment by the SUPPLIER of the obligations set forth for the provision of the service, derived from such service or claimed from the BANK by third parties. Consequently, the SUPPLIER agrees to pay for any amount charged as a sanction, damages for loss or injury, or for any other reason, requested from the BANK due to obligations undertaken by the SUPPLIER.

Employer liability and responsibility in terms of occupational health and safety as well as tax liability in terms of personal income tax withholdings and payments in kind of the SUPPLIER with employees involved in the provision of services, shall be solely and exclusively borne by the SUPPLIER, and the BANK shall remain exempt from any liability associated therewith. In the event that the BANK were required to accept pecuniary responsibility for a breach by the SUPPLIER in these matters, the BANK may transfer the financial costs incurred in full to the SUPPLIER.

Likewise, the SUPPLIER shall hold the BANK harmless from any damages for loss or injury, sanction and/or expense derived from claims submitted by the persons affected, by the Spanish Data Protection Agency or those resulting from motions passed by competent authorities, as a result of a breach of current regulations on personal data protection or a breach of the obligations set forth during the provision of the service.

#### Treatment of Personal Data

In respect of the treatment of personal data:

1. The SUPPLIER hereby undertakes to maintain the utmost secrecy and confidentiality concerning any personal data to which it has access by virtue of the provision of the service, in particular any information or data owned by the BANK or third parties to which it has had access during the course of the provision of the service. The SUPPLIER undertakes not to divulge such information, and not to publish it or in any other way put such information directly or through third parties or companies at the disposal of third parties without prior written consent from the BANK.

2. The SUPPLIER also undertakes, once the service has been fully provided, not to keep any copy of the information and data to which it has had access, unless permitted to do so by applicable regulations when such information and data could entail responsibilities to the supplier for the service provided, in which case the SUPPLIER shall duly restrict access to them.

3. The SUPPLIER shall inform its employees and collaborators of the obligations set forth in this regard on confidentiality, as well as any and all obligations related to the treatment of personal data. The SUPPLIER shall advise as often as necessary and sign as many documents as necessary with its personnel and collaborators in order to ensure that such obligations are complied with.

4. The SUPPLIER acknowledges that legislation on personal data protection sets forth a series of obligations concerning the treatment of personal data, which include the prohibition to disclose personal data without prior authorisation from the owner of such personal data. To this effect, the SUPPLIER:

- a) Declares to have the necessary guarantees to comply with the provisions of regulations on personal data protection, and in particular with provisions of Royal Decree 1720/2007 of 21 December, approving the Implementing Regulation of Organic Law 15/1999 of 13 December on personal data protection.
- b) Shall only access personal data of clients and other natural persons related with the BANK when such access is necessary in order to fulfil the obligations set forth for the SUPPLIER and the provision of the service.
- c) Undertakes to:
  - Use personal data to which it has access for the sole purpose of complying with its obligations with the BANK and in accordance with the instructions received from the latter.
  - Observe and adopt as many security measures as necessary to ensure the confidentiality, secrecy and integrity of personal data to which it has access, and to adopt in future as many security measures as required by laws and regulations aimed at upholding secrecy, confidentiality and integrity in the treatment of personal data. In particular, the SUPPLIER undertakes to comply with and adopt, as applicable, the security measures defined in Royal Decree 1720/2007 of 21 December, approving Implementing Regulation of Organic Law 15/1999 of 13 December on personal data protection, or any other regulations that amend or replace the aforementioned, and which shall be set forth by means of a mutual agreement upon the signature of the corresponding contract.
  - Not to disclose personal data to which it has access to third parties under any circumstances, not even for the purposes of safekeeping.
  - Once the service has been provided, it shall undertake, subject to the decision to this effect by the BANK and without prejudice to the provisions set out in item 2 above, to destroy all data transmitted by the BANK and any format or documents containing any personal data being treated, and shall supply the supporting certificate identifying the files and the effective date of their destruction, or shall deliver such documents and formats to the BANK or to the party responsible for their treatment, as designated by the BANK.

5.- The SUPPLIER undertakes not to treat any personal data to which it has had access outside of Spanish territories, as this is strictly prohibited, unless there is prior written consent from the BANK in this regard. In the event that the BANK should provide the SUPPLIER with such authorisation, the SUPPLIER undertakes to:

a) Sign the corresponding contract with the transferee covering the treatment of such data, which shall specify, amongst other aspects, that the transferee shall adopt the security measures required from the SUPPLIER (the transferor) pursuant to Spanish legislation and the terms and conditions herein. The security measures shall be medium-level measures, unless Spanish legislation requires other higher-level measures in future, in order to obtain an assessment of the citizen through the treatment of such data.

b) Request from the transferee the adoption of the corresponding measures to ensure that its employees are informed of their duty to secrecy with regard to personal data and the adopted security measures, and of Spanish legislation on data protection, and shall maintain a written record showing that employees have been informed of these obligations.

c) Use telecommunications networks that have the same level of security in place as in Spanish territory and to adopt, together with the transferee, the necessary measures to guarantee the confidentiality and integrity in the assignment, distribution and storage of passwords.

d) Keep a record of security incidents occurring in the transferee.

e) Conduct regular audits to the transferee charged with the treatment of the transferred data.

f) Adopt any other measures or conduct any other activities required by the BANK at any given time with the same objectives of secrecy and safety.

6. In the event that the parties involved choose to exercise their rights of access, rectification, cancellation or opposition before the SUPPLIER, the latter shall promptly transfer the request received to the BANK by any means that can be used to prove reception of such information, so that the latter may duly comply with the right(s) exercised within the time frame set forth in the legislation in force. Similarly, if the BANK should receive a request to exercise such rights and the information, pursuant to the agreement between the BANK and the SUPPLIER, is in the possession of the latter, the latter shall have 2 business days after receiving the BANK's request to transfer the necessary information for the bank to be able to duly comply with the rights exercised within the time frame set forth in the legislation in force.

7. The obligations set forth for the SUPPLIER must also be adhered to by its employees and collaborators, both internal and external, and the SUPPLIER shall be liable to the BANK if such obligations are breached by such employees or collaborators.

8. The duties of confidentiality set forth shall be effective perpetually, and shall remain in force after the termination, for whatever reason, of the relationship between the SUPPLIER and the BANK.

9. The SUPPLIER undertakes to facilitate the performance of supervisory activities by the BANK that it may reasonably require to ensure that the SUPPLIER can guarantee the fulfilment of its obligations in this regard for the duration of the service.

## Confidentiality

Confidential information (hereinafter, "Confidential Information") shall include all data, documents and information of any type disclosed verbally, in writing, or through any other transmission means by the BANK or any natural or legal person acting in its name or on its behalf, to the SUPPLIER. The SUPPLIER undertakes and obligates itself, before the BANK, to comply with the following obligations:

- a) Maintain confidentiality and reveal Confidential Information only to those directors and employees (a) who are directly involved in the provision of the service, (b) who have a vital need to know such information in order to perform the aforementioned service, and (c) who undertake to adhere to the provisions contained herein, in particular those regarding Confidential Information.
- b) Not to use revealed Confidential Information for any purpose other than the provision of the service.
- c) Not to disclose Confidential Information provided by the BANK to third parties without its prior written consent.
- d) Furthermore, the SUPPLIER:
  - shall not acquire any rights over Confidential Information of the BANK or of third parties to which it has had access during the execution of the Service, and
  - shall not refuse to return such Confidential Information to the BANK.

If the BANK should request it in writing, the SUPPLIER shall return (or destroy, if so requested) all documents and other written material or any other means of transmission that have been revealed to them or put at their disposal, together with any copies thereof, and shall delete from any computers under their control any and all documents or files that contain or reflect Confidential Information, such that all information that is deleted cannot be recovered at any time. Any Confidential Information, whether verbal or forming part of written assessments, reports, studies or other documents created by or for the SUPPLIER shall be subject to the terms and conditions of the corresponding contract concluded for the provision of the service.

The following shall not be considered Confidential Information:

- a) Information outside of the public domain at the time of its disclosure, or which becomes public, except when such information is made public as a consequence of a breach by the SUPPLIER of the obligations corresponding to it for the provision of the service.
- b) Information already in the possession of the SUPPLIER before being received through the BANK, and that does not qualify as Confidential Information.
- c) Information that has been independently created by the SUPPLIER (as evidenced through written communications from the SUPPLIER or its advisers).
- e) Information that has been, in full or in part, requested from the SUPPLIER, due to legal provisions or judicial rulings or rulings reached by public bodies, provided that the BANK is promptly notified of such requirements when legally possible.

The SUPPLIER shall inform its personnel and collaborators of the obligations set forth on confidentiality. The SUPPLIER shall advise as often as necessary and sign as many documents as necessary with its personnel and collaborators in order to ensure that such obligations are

complied with. The SUPPLIER shall be liable to the Bank if such obligations are breached by those employees or collaborators.

The duties of confidentiality set forth shall be effective perpetually, and shall remain in force after the termination, for whatever reason, of the relationship between the BANK and the SUPPLIER.

#### Penalty clause for the delivery of materials

In the event that the BANK were to determine that the material received does not exactly match the material requested and approved according to the delivered sample or standardised material, should the date on which the material is delivered be insufficient to correct the situation, the Bank reserves the right to apply a penalty equivalent to 40% of the total amount payable by the SUPPLIER for the purchased undelivered material within the established time frame.

Similarly, provided that the requested product is delivered by the SUPPLIER after the date specified upon ordering it, the Bank reserves the right to apply a penalty of 1% of the total amount payable by the SUPPLIER for each day delivery is withheld.