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**1. SCOPE OF APPLICATION**

1.1. These General Conditions shall govern and shall apply, with exclusion of any others that may be established or invoked by the Subcontractor, in all purchase orders for the purpose of carrying out works or providing services for the company CALVERA HYDROGEN S.A.U. ("CALVERA").

**2. PRELIMINARY RULES**

2.1. In these General Conditions, the Subcontractor is the persons, natural or legal or group of them, with whom CALVERA contracts the execution of works or the provision of services.

2.2. In these General Conditions, a contract shall be understood as the set of documents formed by the order formalized by CALVERA and these General Conditions.

2.3. The additions and additional clauses to a contract previously established by both parties, will be interpreted restrictively in their amending scope and will not modify the contract, unless expressly provided otherwise.

**3. OBJECT OF THE CONTRACT**

3.1. The contract covers the works carried out or the services provided by the Subcontractor to CALVERA. In the object of the contract, as set forth for each case in the documents thereof, are considered implicitly included all services that are in accordance with good faith, use and law and, in particular, those established in these General Conditions.

3.2. The execution of the works or provision of the services object of the contract must comply with the technical specifications, the CALVERA's instructions, the indications that appear in the drawing provided and with the rules and regulations that are applicable or enter into force up to end of the Subcontractor's contractual obligations, without the Subcontractor's right to increase the price.

3.3. The object of the contract includes, in addition to the execution of works or provision of services detailed therein, all operations and works that have not been expressly excluded by the Subcontractor and that are necessary for the total conclusion of the works and/or services in accordance with the technical specifications and regulatory conditions.

3.4. In accordance with the foregoing, the object of the contract includes, at the costs and expenses of the

subcontractor, merely indicative and not limiting, the following:

a) The necessary engineering, design and technical projects.

b) The management and obtaining of the visas, authorizations and licenses required in / or for the fulfillment of the contract, except those that, due to their nature, correspond to CALVERA.

c) The contribution of all materials, equipment, tools and machinery that are necessary and that CALVERA is not expressly obliged to provide, including their transport to the place of carrying out the work or provision of services and their reception, unloading, storage, movement and handling therein.

d) The provision of the means and the establishment of the necessary measures and devices to attend, in optimal conditions, to the security and safety of the personnel in the place of the execution of the work or provision of the services.

e) The preparation and material execution, with its own personnel and resources, of all operations and works included or required by the object of the contract.

f) The execution of the usual inspections, tests and tests required by CALVERA.

(g) insurance covering the risks which the Subcontractor is obliged in accordance with the requirements of Article 18.

h) The preparation and delivery to CALVERA, with the necessary time for its use, of all the documentation inherent to the fulfillment of the contract, such as plans, programs, reports, manuals, instruction books, protocols, certificates of reception, control and tests and lists of spare parts and tools.

i) Any others that are specified in the request for offer of CALVERA or are offered by the Subcontractor.

3.5. The Subcontractor is obliged to accept, at the agreed prices or proportionally to them, the extensions, modifications or reductions of the object of the contract that CALVERA requests, provided that they do not represent, as a whole, an increase or decrease in the amount of the contract of more than 10% for service contracts and 15% for works contracts.

The new schedule for performance shall be established by mutual agreement between both parties; and if such agreement is not reached, the one

initially set forth in the Subcontract shall be modified in proportion to the increase or decrease in the contract price.

3.6. No modification of the object of the contract may be made at the initiative of the Subcontractor without the prior agreement of CALVERA, and those that are made will not imply variation in the price or in the delivery time, if said variation has not been previously indicated by the Subcontractor and accepted by CALVERA expressly and in writing. The conformity and acceptance of CALVERA will not imply, in any case, alteration of the guarantee and responsibility of the Subcontractor in relation to the contract.

3.7. The Subcontractor shall provide all the specialized technical personnel required, as well as all the means, machinery, installations and production equipment necessary for this purpose, fully assuming its own direction and business organization in carrying out the aforementioned works.

#### **4. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING**

4.1 The Subcontractor shall not assign or transfer all or part of any of its rights, benefits, interests, obligations or liabilities under the contract, in whole or in part without the prior written approval of CALVERA. This approval will be requested in writing to CALVERA, indicating the parts to be subcontracted or assigned and the identification of the subcontractor or assignee, so that CALVERA can exercise the right of approval / inspection of the subcontractor or assignee. In the case of subcontracting, the Subcontractor shall obtain a prior written undertaking from its subcontractor to fulfil the obligations of the contract to the extent applicable to them.

The Subcontractor shall be fully responsible for the work performed by its subcontractors. Subcontracting shall not imply any relationship between the subcontractor and CALVERA.

The Subcontractor will defend, indemnify and hold CALVERA harmless from any loss or damage that may arise from any claim by its subcontractors.

4.2 CALVERA shall not be liable to any subcontractor or its personnel for any claim arising from the contract. To this end, once the subcontracting has been authorised, the Subcontractor shall submit an express written waiver of the subcontractor's rights in accordance with Article 1597 of the Spanish Civil Code. In the event that the waiver of article 1597 has not been obtained, the Subcontractor will indemnify and hold CALVERA harmless from any claim arising from this cause.

4.3 The Subcontractor must comply with the subcontracting system provided for in Law 32/2006 on subcontracting and the regulations implementing it.

The Subcontractor will inform and ensure that its subcontractors inform to CALVERA about any legal information so that CALVERA can comply with its legal obligations, in accordance with the Subcontracting Law 32/2006 and the respective implementing regulations.

4.4 CALVERA shall have the right to assign its contractual position to affiliates, with prior notification to the Subcontractor

4.5. CALVERA may order the Subcontractor to replace the subcontractor at any time if, in its opinion, it jeopardizes the correct and timely execution of the works or services, in accordance with the conditions established in the contract, without any additional compensation for this concept.

#### **5. EXECUTION OF THE CONTRACT**

5.1. The Subcontractor is solely responsible for the correct and timely execution of the contract.

5.2. In the performance of the contract, the Subcontractor shall comply with all agreed technical specifications, completed as set out in Article 3.2, according to the international good practices.

5.3. The Subcontractor will comply with the CALVERA's quality control conditions.

5.4. The Subcontractor undertakes to keep CALVERA informed at all times about the execution of the contract and any incidents that may arise during it, providing diagrams and progress reports, visit of its own inspectors to suppliers and subcontractors and other similar data or information that may be requested.

5.5. If CALVERA notices, at any time, that the Subcontractor does not comply with the provisions of the previous sections, it may, without waiting for its conclusion, reject the unduly done and order its new execution, at the sole expense and expense of the Subcontractor.

5.6. When the execution of the work or the provision of services is to be carried out in facilities of CALVERA, the Subcontractor undertakes to maintain, during the entire time of the execution on site a representative with full decision-making powers in all aspects, both technical and economic.

5.7. The Subcontractor must replace his representative on site within ten days, if reasonably requested by CALVERA.

5.8. The Subcontractor's representative will interact for the performance of his duties with the representative of CALVERA, will adjust to the work regime and organization, programming of the work and coordination of activities with other contractors established by the representative of CALVERA.

5.9. The Subcontractor must comply with the orders and instructions that may be given by the representative of CALVERA, without prejudice to the possibility of later claiming against them.

The attributions and powers of the representative of CALVERA include to require to Subcontractor to increase the machinery, auxiliary means and personnel that it is using in the execution of the Subcontract, or its variation, substitution or decrease, when the representative deems it necessary for the correct performance of the work.

5.10. Non-compliance by the Subcontractor, or its personnel, with the orders of the CALVERA when such breach is repeated or refers to instructions that have been given in writing and expressly warning that they are essential for the good end of the contract, will be considered included in paragraph e) of article 13.1.

5.11. The Subcontractor shall be obliged to use his own tools on the construction site, machinery and vehicles or other elements that are necessary for the execution of the contract, committing at all times to provide the material means necessary for the realization of the work or service contracted. Only the machinery attached to the property will be excepted and may only operate with it after accreditation of specific training that is necessary in each case for its use.

5.12. Employees of the Subcontractor shall wear their work clothes and have their own changing rooms. Likewise, and in the event that they are authorized to use the changing rooms of the CALVERA facilities, and these require permanent services (lockers, benches, etc.), these must be equipped by the Subcontractor.

5.13. The Subcontractor shall be obliged to submit the following documentation to CALVERA:

a) The Subcontractor shall submit to CALVERA certification from the General Treasury of the Social Security accrediting that it is up to date with the payment of Social Security contributions. Likewise, the Subcontractor expressly states that all employees who participate in the provision of the contracted services are registered in the General Social Security Regime. The Subcontractor, as the sole employer of all the personnel assigned to the provision of the contracted services, will respond to the Labor Administration and Courts of Justice of the Social Order of the correct compliance and application in

favor of its personnel of the current legislation, especially in labor matters, social security and prevention of occupational risks.

At any time required, the Subcontractor must prove to CALVERA the fulfillment of said obligations, and specifically to be up to date in the payment of wages and social security contributions of workers assigned to the services object of this contract.

b) Likewise, the Subcontractor, in accordance with current tax regulations, will deliver to CALVERA the following certificates according to its establishment:

- Subcontractors with permanent establishment in Spain:

- Certificate of being up to date with the payment of any taxes that affect you due to your business configuration and activities, expressly including the IAE (Economic Activities Tax)
- Certificate of "contractor", issued by the Tax Agency of being up to date with payment of its tax obligations under article 43.1. f) of Law 58/2003 of 17 December, General Tax

- Subcontractors without permanent establishment in Spain:

- Original tax residence certificate, issued in Subcontractor's country of origin by the corresponding tax authority, and it will state that is a resident taxpayer, in the sense defined in the Convention to avoid double taxation between Spain and the country of the Subcontractor.

Whichever of the aforementioned certificates apply, the Subcontractor is obliged to deliver to CALVERA new positive certificates before the expiration of the period of twelve months from the date of issue of the previous certificates delivered. The delivery of the new certificates within the aforementioned period will be a necessary condition for the payment of any outstanding contract amount.

c) The Subcontractor will deliver a copy of the Occupational Risk Assessment corresponding to each CALVERA work center in which they operate.

d) Accreditation of having provided its employees with the necessary training for the correct performance of the contracted work, and for the correct use of machinery and other work tools used in the service provided. This training must be accredited periodically and always before access to CALVERA's facilities.

e) Any other documentation that is mandatory for the application of current regulations (Safety Study, etc.).

## 6. QUALITY, ENVIRONMENT, SAFETY AND HEALTH MANAGEMENT

6.1. The Subcontractor shall observe and comply with, and ensure that its employees, agents, subcontractors and suppliers at any level observe and comply with all applicable requirements regarding occupational risk prevention, health, safety and the environment. In addition, the Subcontractor shall observe and comply, and ensure that its employees, agents, subcontractors and suppliers of any level observe and comply with the rules and procedures for the prevention of occupational risks, health, safety and environment of CALVERA and local policies, especially with the Quality, Environment and Health and Safety Policy that is available in <https://www.calvera.es/policias-and-certificates/>.

6.2. The Subcontractor shall ensure that its employees, agents, subcontractors and suppliers receive, where appropriate, all personal protective equipment necessary in connection with the fulfilment of the Subcontractor's obligations under the contract, and shall ensure that all personnel providing services for CALVERA have obtained the qualification of fit in a medical examination carried out no later than one year in advance.

The Subcontractor shall ensure that its employees, agents, subcontractors and suppliers at any level have and maintain all safety and training certificates that are necessary for the fulfillment of the Subcontractor's obligations under the contract, under the applicable law, in particular the law on prevention of occupational risks and implementing regulations, codes and under the procedures and standards of health, safety and environment and local policies of CALVERA.

If the work or service contracted is carried out within the framework of any Safety Plan or Construction Project, the Subcontractor will be obliged to comply with it and ensure that its employees comply with it.

6.3. The Subcontractor shall ensure that within twenty-four (24) hours of their occurrence, all health, safety and environmental incidents, accidents or events, regardless of their severity (including, in particular, "lost time" incidents and accidents), and arising from, in connection with or as a result of compliance by of the Subcontractor of its obligations under the contract, be informed to CALVERA. Such reporting requirements should not be limited to injuries to persons, but should also include any

environmental spills, pollution and similar incidents of environmental deterioration, property or property damage and "almost wrong" information.

6.4. The Subcontractor shall indemnify and hold harmless CALVERA from all claims, damages and losses that CALVERA may suffer or incur as a result of or that may arise from the breach by the Subcontractor, its employees, subcontractors of their obligations under this article or applicable laws on health or safety.

6.5 The Subcontractor's activities shall be carried out in accordance with an approved quality assurance ("QA") system. CALVERA reserves the right to audit by itself or by third parties the QA system implemented by the Subcontractor for the performance of the work.

6.6 The Subcontractor will be responsible for the training of its personnel, especially the necessary training in the Prevention of Occupational Risks, which must comply with the law, the internal regulations of CALVERA and, specifically, with the provisions of the safety document approved.

## 7. INSPECTION, TESTING AND TESTING

7.1. CALVERA may inspect the execution of the works or the provision of the contracted services at any time during their execution, and may carry out this inspection by its own personnel or that of the person or entity designated for it.

7.2. Without prejudice to the right of inspection that corresponds to CALVERA, the Subcontractor is obliged to carry out, by himself and at his expense, all the tests and tests agreed, required in accordance with the rules and administrative regulations or usual in good practice, and must notify CALVERA of the date of its execution at least twenty days in advance, to enable inspectors or authorised representatives of Calvera to attend, as well as the results of the tests or trials carried out, accredited with the corresponding certificates or protocols, even if inspectors or representatives of CALVERA had been present.

7.3. Without prejudice to the above rules, the tests or tests will be carried out, where appropriate, adjusting in everything to the program of inspection points approved by CALVERA to the Subcontractor.

7.4. The performance of inspections, tests or tests, even to the satisfaction of CALVERA does not imply the acceptance of the works or services by CALVERA, nor liberate the Subcontractor from the responsibility that otherwise corresponds to him nor excuse the Subcontractor from complying with the agreed in the contract, the recommendations and observations the engineers or inspectors of CALVERA may have made

during the execution of the contract or during inspections, tests or tests, unless they expressly modify the agreed specifications.

7.5. If the result of an inspection or test carried out is not satisfactory, or the object of the contract does not comply with the agreed specifications or the quality guarantees, CALVERA may require the Subcontractor to proceed in accordance with the provisions of article 10.2 without waiting for the termination of services. CALVERA will also have the option provided for in article 10.4.

7.6. The inspectors or authorized representatives of CALVERA will ensure that the inspections, or tests carried out do not hinder the normal execution of the contract; but the requirements, time and conditions for carrying them out may in no case be invoked by the Subcontractor as a justification for delays.

## 8. EXECUTION PERIOD

8.1. The work or services contracted must be completed on the date provided for this purpose in the contract. The contract may be extended by express agreement of both parties.

The Subcontractor undertakes to comply not only with the final delivery date set in the contract, but also with each and every one of the partial dates that may have been established therein for certain phases of the work or services.

8.2. If the contract does not indicate a termination date and only establishes the term of execution, it will start from the date of the contract, unless expressly stipulated otherwise.

8.3. The advance of the completion dates established in the contract or the reduction of the contractual term of execution, require the prior agreement of CALVERA, and, in the event that this is provided, do not entitle the Subcontractor to demand payment of all or part of the price before when applicable, in accordance with the stipulations of the contract and these General Conditions.

8.4. Completion dates may not be delayed, nor may execution deadlines be extended, except for events exclusively attributable to CALVERA and recognized by it, or for reasons of force majeure. Any request for extension of the completion or delivery days by Subcontractor shall be brought to the attention of CALVERA in writing and within a maximum period of forty-eight (48) hours from the time the events for such extension occur.

8.5. The Subcontractor undertakes to use, at his own expense, all means reasonably to recover, as soon as possible, any delay in the completion dates, or

deadlines for completion, even when the delay is justified.

8.6. Once the term of execution of the work or services contracted has ended, and the agreed tests have been carried out to the satisfaction of CALVERA, the Subcontractor must notify CALVERA in the shortest period of time, and both parties will sign a provisional acceptance certificate of the work carried out, in case they have been satisfactorily concluded in the opinion of CALVERA. At this date, the warranty period will begin, in accordance with the provisions of article 10 of these General Conditions.

8.7. At the end of the warranty period, and there is no defect or breach pending resolution by the Subcontractor, the parties will meet and formalize the final acceptance certificate, and Calvera will return the warranty bond to the Subcontractor.

## 9. ORGANIZATION OF WORK

9.1. The Subcontractor shall verify the conditions of the site of performance of the work before submitting his proposal, and shall therefore be considered that he knows the conditions in which he will have to develop his work, and any other condition that affects the organization and execution of the same.

9.2. The Subcontractor's personnel shall visibly carry their identification, and personnel who are not perfectly identified shall not be allowed to access to the work site.

9.3. Throughout the development of the contract, CALVERA will establish the internal organization rules and discipline as deem appropriate for the smooth running of the work. These rules shall be binding on the personnel of all Subcontractors at the site of the works.

9.4. The Subcontractor's representative or site manager will be responsible for the discipline of the Subcontractor's personnel and its subcontractors, although CALVERA may require the replacement of undisciplined staff as soon as possible.

9.5. The Subcontractor will be obliged to follow the calendar working days that is established in the place of execution of the work or contracted services. In any case, the working days must be adequate to meet the contractually established deadlines, in accordance with the provisions of the Labor Collective Agreements in force and the applicable legislation, or agreements between CALVERA and workers, with the special permission of the competent labor authority.

9.6. The hours invested in the travel of staff will not be counted in any case as working hours, for the



purposes of their contractual relationship with CALVERA.

9.7. Before starting its activities, the Subcontractor will submit to the approval of CALVERA the calendar that it intends to establish. Any modification in the scheduled calendar, as well as night work, on Saturdays or holidays, must be authorized by CALVERA.

9.8. The Subcontractor shall not be entitled to claim a compensation in the event that any official provision or Collective Agreement shortens the number of normal working hours per week.

9.9. CALVERA reserves the right to vary the Subcontractor's calendar, when the needs of the work justify it, establishing shifts or ordering that the work of a normal day be carried out on Saturdays or holidays. In these cases, CALVERA, will pay the Subcontractor the difference between the value of the hours extraordinary worked, according to the prices of works by administration of the contract.

#### 10. WARRANTY

10.1. The Subcontractor guarantees to CALVERA:

a) That the works or services performed comply with the agreed specifications and the standards and requirements, the rules of good industry practice, are suitable for the purpose for they are intended and comply with the quality requirements.

b) That the works carried out are free of defects in design, workmanship (both own and subcontractors) and manufacturing / operation. The Subcontractor shall not be liable for breakdowns or damage that occur in works and that are due to their misuse by CALVERA.

10.2. To comply with its warranty, the Subcontractor shall perform those works incorrectly executed, and must, when this is not possible, return to Calvera the amount of the contract price already paid for those services.

10.3. The obligation established in the previous section will be fulfilled by the Subcontractor at his exclusive account and charge and free of any expenses or costs for CALVERA.

10.4. CALVERA will also have the option of accepting the works incorrectly executed, with a reduction of its price and / or an extension of the warranty period.

10.5. Compliance with the warranty obligation must be carried out within the period indicated by CALVERA, so that it is less harmful or annoying for it and without causing delays in work or paralysis of its

facilities or, when this is not possible, reducing to a minimum any delays or the unavailability of the facilities.

10.6. If the Subcontractor does not fulfil with its warranty obligations or does not carry out, within the established period what is appropriate according to it, CALVERA, may do so by itself or by any third parties at the expense of the Subcontractor without loss of the Subcontractor's warranty.

The Subcontractor will also be obliged to compensate CALVERA for the damages caused to it.

10.7. The warranty period of the works or services contracted start from the date of signing the provisional acceptance certificate, as set forth in article 8.6 and ends at the time agreed in the contract, and, failing that, for one year or the legally established term, where appropriate, being applicable the longest term.

10.8. The warranty period and shall be extended by the time spent on repairs or corrections made in compliance with the warranty obligation.

10.9. These repairs or corrections will be warranted, in turn, from their completion, for a time equal to the warranty period.

10.10. The expiry of the warranty period does not release the Subcontractor from any liability for hidden defects or any other liability required by law.

#### 11. PRICE, GUARANTEES, BILLING AND PAYMENT

11.1 The price(s) set out in contract is/are fixed and final, not subject to revision due to changes in price indices, cost of materials, cost of labour or for any other reason.

11.2 The Parties must comply with all requirements and formalities and submit any documentation necessary for the correct settlement of taxes and payment of the respective invoices, following the requirements established by the applicable legislation.

The Parties undertake to cooperate in order to obtain exemptions and other tax benefits applicable to the works. When, due to lack of diligence or for any other reason attributable to the Subcontractor, CALVERA loses the right to have any of the aforementioned tax benefits, CALVERA may deduct said benefit from the agreed price.

11.3 No administrative work will be paid, unless this work has been foreseen in the contract and unit prices have been established for this purpose and a duly authorized representative of CALVERA expressly

requests it from the Subcontractor. The materials, equipment or works, which are not included in the contract, will not be paid, unless their execution has been previously offered by the Subcontractor in writing, expressly indicating the price, and this has been approved in writing by a duly authorized representative of CALVERA.

11.4 In the event that this is established in the contract, CALVERA may request the Subcontractor, within ten (10) days following the award of the contract, to provide a bank guarantee of good performance, at first demand, to guarantee compliance with all the terms and conditions of the contract. The performance bank guarantee will be issued by a Bank acceptable to the BUYER, in the form set out in Annex 1.

11.5 In addition to the above, the Subcontractor, in case so required in the contract, will provide a bank guarantee of advance payment on first demand, in the form as set out in Annex 2, which will be for the same amount as that invoiced as advance payment, issued by a Bank acceptable to CALVERA. This bank guarantee will be valid until the provisional acceptance of the works or services.

11.6 Bank guarantees will be issued by one of the following Banks, subject to prior acceptance by CALVERA:

- a) the Spanish Office of a Leading Spanish Bank;
- b) the Spanish Branch of Foreign Banks;
- c) a Spanish bank acting as a correspondent in Spain of a foreign bank without a branch in Spain.

11.7. The provision of guarantees does not imply that the liabilities of the Subcontractor by reason of the contract are limited to their amount or period of validity, and constitutes only a means to facilitate their effectiveness.

11.8 The Billing Instructions are attached to the contract and will be binding on the Subcontractor, otherwise the invoices will not be paid.

11.9 Both the contract number and the invoice date will appear on all copies of the invoice.

11.10 Subcontractors residing in the European Community shall reflect the VAT identification code of both Parties on their invoices.

11.11 The correct invoice will be paid in accordance with the terms of the contract

11.12. Invoices will be approved by CALVERA before the corresponding payment process. If the milestone related to the relevant invoice is not achieved, in

CALVERA's opinion, the invoice may be returned to the Subcontractor.

11.13. None of the invoices will be approved and therefore returned if the contract is not duly signed by the Subcontractor.

11.14 CALVERA shall pay the Subcontractor in accordance with the terms set forth in the contract. CALVERA will make the final payment after satisfactory acceptance of 100% of the works or services, and provided that the works or services are in compliance with all the conditions established in the contract.

Payments will be subject, in any case, to the presentation by the SUPPLIER of the bank guarantees provided for in this clause.

11.15 The Subcontractor may only invoice once the request for payment has been approved by CALVERA.

11.16 The payment due date is set to 60 days invoice date. In case the payment period differs, it will be specified in the contract.

11.17 CALVERA has the possibility to deduct or withhold payments in the event that the Subcontractor incurs a breach of contract. This includes, among others, a delay in the execution schedule, interruption and/or reduction of the progress of the works failure to pay in due time to the Subcontractor's workers and/or appointed subcontractors, in case CALVERA receives claims from third parties related to the Subcontractor, in case the Subcontractor does not correct and/or close the non-conformity reports, in the event that the Subcontractor does not provide the correct inspection of the work or services, in the event that the work or services are defective, in the event that the Subcontractor does not complete the entire scope of the work or services, in the event that the Subcontractor loses or misplaces part and / or the total amount of materials that is part of the contract, delivered to the Subcontractor by CALVERA, in the event that the Subcontractor incurs penalties as specified in the contract, as well as for any other breach of contract that may jeopardize the progress and completion of the works.

11.18. All payments, corresponding to partial invoices, made to the Subcontractor before the final acceptance of the works or services of the works that are the subject of the contract, will be for the account of the final acceptance.

11.19. The payment of the price does not imply that CALVERA considers the contract fulfilled by the Subcontractor or waives the rights against the



Subcontractor. Calvera expressly reserving its exercise, without prejudice to the payment made.

## 12. PENALTY

12.1 Compliance with the deadline for the execution of the work or services indicated in the contract is an essential condition and, consequently, will be fixed and definitive. The Subcontractor agrees that the deadlines shall be mandatory and shall not be modified.

12.2 In case of non-compliance with the final deadline or partial deadlines, the penalty provided for in the contract will apply prior notice to the Subcontractor. The application of such penalty, which will be cumulative with any compensation for damages due to the failure of the Subcontractor to comply with the agreed deadlines, and will not release the Subcontractor from its obligations or responsibilities.

12.3. The penalties that proceed will be charged by CALVERA to the Subcontractor by deducting its amount from the first payments to be made for any reason (including for another contract), making the guarantees that it had constituted, or jointly by both means, or another legal, at the choice of CALVERA.

## 13. TERMINATION OF THE CONTRACT BY THE SUBCONTRACTOR AND OTHERS ANTI-NON-COMPLIANCE MEASURES

13.1. CALVERA may terminate the contract in cases permitted by law or when any of the following causes occur:

a) The mutual agreement of the parties, with the effects established therein.

b) The bankruptcy of any of the parties, without prejudice to the rights and actions that may correspond to each, provided that it is found that the bankruptcy situation makes it impossible to properly comply with the contract subject to the terms established in the contractual documentation.

c) The lack of legal personality of any of the contracting parties.

d) The death of the Subcontractor or the modification of his capacity to act or of physical or mental conditions that may hinder or prevent the performance of the contract, when he is a natural person, and the dissolution, transformation, reduction of capital or significant changes in the shareholding structure of the company, if the Subcontractor is as a legal person.

e) The abandonment, interruption or suspension by the Subcontractor of performance of the contract.

f) The delay in the execution of the works or services for a time exceeding one third of the total term; or failure to comply with completion dates considered essential for the successful completion of the contract or for having incurred penalties for delay that reach the maximum set in the contract, as established in article 12.

g) Serious breach of safety regulations or any other mandatory regulations according to these General Conditions.

h) Any other breach of the Subcontractor that may prevent or significantly affect the successful completion of the contract, or that is expressly indicated in it as a cause for termination.

13.2. When any of the above causes occur, the contract will be terminated from the date on which CALVERA communicates its decision in this regard to the Subcontractor or, where appropriate, to its successors in title.

13.3. In the event that the above decision is based on cause d) of article 13.1, the Subcontractor or, where appropriate, his successors in title, may avoid termination if, within five days of the request, they provide sufficient guarantees, in the sole judgment of CALVERA, of the normal fulfillment of the contract.

13.4. In the event that CALVERA's decision is based on grounds b), c), d) or e) of the same paragraph, the Subcontractor accepts as founded the causes alleged by CALVERA and agrees to its decision if, within five days from the date of the request, it does not present its justified and duly accredited allegations to Calvera,

13.5. In case of termination of the contract, CALVERA will proceed to the liquidation of the contract, in accordance with the rules of the next paragraph.

13.6. Services or works not completed or finished will not be paid by Calvera. The following balance of the settlement will be made effective in accordance with the established payment conditions, if it is in favor of the Subcontractor, and without any postponement or delay, if it is favorable to CALVERA.

13.7. Except when cause a) of article 13.1 occurs, the termination of the contract entitles Calvera to execute the bank guarantees in place as compensation for losses and damages.

In this case, the Subcontractor shall immediately return to CALVERA the total amount paid on account of the price.

13.8. Notwithstanding the foregoing, CALVERA shall set off the from the payments due to Subcontractor the amount of the compensation for losses and damages).

13.9. Even when any of the causes of termination of the contract concur, CALVERA may also request the Subcontractor to comply with its obligations as long as CALVERA does not notify it of the termination of the contract.

13.10. In cases where the termination of the contract proceeds, CALVERA may adopt, any of the following measures:

a) Suspend outstanding payments (including for another contract)

(b) Enforce the Subcontractor's bank bonds (including another contract).

c) Contract with third parties, at the expense of the Subcontractor, the execution of the works or services to fully comply with the contract and stipulate with the third party that payments will be made directly by CALVERA in the name and on behalf of the Subcontractor. The amount exceeding the contract price shall be paid by the Subcontractor.

#### **14. TERMINATION OF THE CONTRACT OR SUSPENSION OF ITS EXECUTION BY WILL OF CALVERA.**

14.1. CALVERA may unilaterally, at any time, suspend the execution of the contract or terminate it, totally or partially, without other obligation than communicate to Subcontractor.

14.2. In case of termination at Calvera's convenience Calvera shall pay to Subcontractor the direct damages not exceeding in any case 10 per 100 of the part of works or services were pending at the time of the resolution. Indirect damages and loss of profits are expressly excluded.

14.3. When the suspension for more than six months or the resolution at CALVERA's convenience occurs during an extension of the contractual term, after it has expired, and with a notice of at least two months, the Subcontractor will not be entitled to any compensation.

14.4. Upon receipt of the communication from CALVERA suspending the execution of the contract or terminating it, the Subcontractor will cease its work from the date indicated for it.

14.5. In cases of resolution, the services provided until then will be liquidated.

14.6. In cases of suspension of performance of the contract, the payment of the works or services correctly performed shall take place not before six months from the date of suspension.

#### **15. INDUSTRIAL/INTELLECTUAL PROPERTY**

15.1. The Subcontractor guarantees CALVERA that has the patents, licenses and other industrial or intellectual property right for the execution of the contract.

15.2. In compliance with the above guarantee, the Subcontractor shall indemnify and hold CALVERA harmless from all liability, claims or demands for infringements of industrial and intellectual property rights, being even obliged to procure to Calvera, at its sole expense, the patents, licenses or industrial and intellectual property rights necessary.

#### **16. CONFIDENTIALITY**

16.1 All information provided by CALVERA to the Subcontractor in connection with the contract, prior to or after the signing of the contract, whether or not identified as confidential information, shall be considered as "Confidential Information" and shall include, but not limited to, designs or engineering data, diagrams, specifications, equipment test results or data related to the operation, business practices, workshop procedures, know-how, improvements, methodological knowledge, inventions, patent applications, reports, financial data or any other document or information (oral or written) in connection with the contract, as well as any copy, reproduction, description or summary thereof.

16.2 Confidentiality obligations under the contract shall survive termination of the contract.

16.3 The Subcontractor undertakes to protect and not disclose Confidential Information to any third party. The Subcontractor undertakes not to make any copies of the Confidential Information, in whole or in part, without the prior written authorization of CALVEA. For the purposes indicated herein, the term "third party" shall include: (i) employees of the Subcontractor without having to know such Confidential Information, (ii) its agents, (iii) its subcontractors, other than those approved by CALVERA, (iv) licensees and (v) any other person whom the disclosing party has not authorized to receive the Confidential Information.

16.4 The Subcontractor further agrees that the Confidential Information shall only be available to those employees of the Subcontractor who require access to the Confidential Information for the performance of the work or services that is the subject of the contract and for no other purpose.

Subcontractor shall inform such employees of the restrictions set forth herein and shall undertake employees receiving such Confidential Information not to disclose the Confidential Information to the same extent as indicated herein.

16.5 The non-disclosure restrictions under the contract shall not apply to information that the Subcontractor can demonstrate was already lawfully in its possession and was not acquired under any obligation of confidence, or (ii) made available to the Subcontractor from a source other than the disclosing party, whose source did not obtain the same from the disclosing party and did not impose an obligation of confidentiality on the Subcontractor, (iii) that has been made available to the general public other than by an act or omission of the Subcontractor, (iv) that the Subcontractor was legally obligated to disclose such Confidential Information, or (v) that has been disclosed pursuant to the disclosing party's written consent. In the event that the Subcontractor is legally obligated to disclose Confidential Information, it shall first notify the appropriate disclosing party, and shall use reasonable efforts to obtain assurances that appropriate confidential treatment will be accorded to such Confidential Information.

16.6 Upon request, the Subcontractor shall return to the disclosing party any copy and summary thereof, containing Confidential Information and shall remove the Confidential Information from any data recovery system and database, or destroy it as instructed by CALVERA. The Subcontractor may retain a copy of the Confidential Information to comply with its legal obligations.

## **17. LIABILITY AND INDEMNIFICATION**

17.1 Without prejudice to any other liability under these General Conditions, the Subcontractor shall be liable to CALVERA, or third parties for any damage that the Subcontractor may cause them. The Subcontractor shall also be liable for any damage caused by its subcontractors or workers. CALVERA under no circumstances will be liable to the Subcontractor, contractually or for strict or objective liability, guarantee or otherwise, for special, indirect, incidental or consequential damages, such as, but not limited to, loss of profits or anticipated revenue or loss of use. The payment of any penalty will not be considered as an exclusive remedy and will be cumulative with the payment of any compensation for damages caused by the Subcontractor to CALVERA

17.2 During the execution of the works, the Subcontractor shall take and ensure that its subcontractors take all necessary measures to prevent any personal, property or environmental damage. The Subcontractor must comply with the health, environmental or safety instructions given by

CALVERA, as well as with those requirements established in the Applicable Laws.

17.3 In the event that any property is damaged or destroyed by the Subcontractor in the course of carrying out the works, the Subcontractor shall, at its own expense, rebuild, restore or replace such property damaged or destroyed and the Subcontractor will defend indemnify and hold CALVERA harmless from any loss, cost, damage, injury, liability, claim, demand, or cause of action (including, without limitation, reasonable attorneys' fees) arising as a result of any act or omission by the Subcontractor or its or its subcontractors causing such property damage.

17.4 All construction tools and equipment that are under the responsibility of the Subcontractor or its subcontractors for the performance of the works will be kept at the cost and risk of the Subcontractor or its subcontractors and CALVERA will not be responsible for the loss or damage thereof.

17.5 The Subcontractor shall defend, indemnify and hold harmless CALVERA, its employees and successors, assigns and affiliates from and against any loss, cost, damage, injury, liability, claim, demand or cause of action (including, without limitation, reasonable attorneys' fees) arising out of, resulting from or relating to claims of third parties relating to the performance of their obligations under the contract, including, without limitation, failure to comply with laws or failure to pay taxes, failure to pay amounts based on delivery of materials or services to the Subcontractor or its subcontractors, any damage to or destruction of third party property or death or bodily injury to persons to the extent these are caused by the Subcontractor, its subcontractors and / or their respective agents in the performance or non-performance of the work or services and / or arising from the execution or breach of their obligations as stipulated in these General Conditions or in the contract.

17.7. The Subcontractor will be directly liable for damages and administrative sanctions arising from any accident suffered by its own personnel assigned to the contracted services during the term of this contract.

17.8. The Subcontractor undertakes, in particular, that all the personnel it maintains in or facilities of CALVERA are its employees or they are duly contracted and registered with the Social Security and up to date in the payment of salaries, social security and other legal obligations.

17.9. Where the Subcontractor is two or more persons or a group of persons, each and every person is jointly and severally bound for the performance of the

contract and is jointly and severally liable also jointly and severally of the obligations established in the contract and in these General Conditions.

## 18. INSURANCE

18.1. The Subcontractor and its subcontractors shall contract and maintain in force during the execution of this contract, and at their expense, the following insurance policies:

1. Workmen compensation of all its workers assigned to work in accordance with current legislation.
2. Civil Liability through compulsory and voluntary insurance of own vehicles or contracted to third parties involved in the work object of the Contract.
3. Civil Liability for personal or property damages caused to third parties and / or to CALVERA, by action or omission, and whether direct or subsidiary such liability as a consequence of the performance of the contract.

18.2. The Civil Liability insurance will expressly include the guarantees of Employer's Civil Liability, Cross Civil Liability, Post Work Civil Liability and, if applicable, Professional Civil Liability (Ex: Engineering, consulting ...); the policy must contemplate a sublimit per victim of not less than 300,000 Euros.

Likewise, this Civil Liability insurance will expressly include the guarantee of Civil Liability for pollution or damage to the environment for those activities that involve a possible environmental risk.

In the same way, the Civil Liability insurance will expressly include the guarantee of Civil Liability for Products for those services that involve the supply of equipment or materials.

18.3. Any other insurance that is required by the legal provisions in force applicable to the works and services performed by the Subcontractor in connection with the contract.

18.4. In the insurance policies required in the previous sections, it must be established that the insurer will pay directly to CALVERA the proceeds from the insurance coverage.

18.5. The insurance policies shall contain the waiver of the insurer of any right of recourse and/or subrogation against CALVERA and its employees, directors, managers and shareholders.

18.6. The Subcontractor shall present, when required by CALVERA, the policies and proof of payment (original receipts) proving that the insurance policies are in force.

## 19. FORCE MAJEURE

19.1 No breach or omission by the Subcontractor or CALVERA of any of the obligations under the contract shall entitle claims against the Party involved or shall be deemed to be a breach of contract, if such breach or omission is due to a Force Majeure event in accordance with Applicable Law.

For the purposes of this Article, the following shall not be considered as force majeure events:

- a) Lack of labour, materials or facilities.
- b) the increase in the price of labour, services, equipment of materials.
- c) delays by its subcontractors.

19.2 In the event of any Force Majeure, the Party involved in such event t will notify in writing the other Party of such circumstance within four (4) days from the occurrence, with all supporting documents justifying the Force Majeure event.

In the event of a delay due to a force majeure event, the execution period shall be extended, at most, to the extent of the delay caused. Under no circumstances a Force Majeure's event entitles the Subcontractor to claim any price revision.

The party affected by a Force Majeure event shall take all measures to minimize the effects thereof.

19.3 In case of any Force Majeure event that exceeds 3 months CALVERA will have right to terminate the contract upon written notice to the other Party. However, in the case of such termination the Subcontractor will be entitled to payment of the amounts accrued for work carried out in accordance with the contract and accepted by CALVERA.

19.4. The following events will be considered force majeure events with sufficient entity to relieve the parties of the fulfillment of the obligations derived from the contract:

- (a) Earthquakes, tsunamis, catastrophic fires or officially declared catastrophic floods.
- (b) Destruction caused by armed or violent guns in times of war, seditions or riots.
- c) General strikes that exceed the scope of the Subcontractor's company and whose termination does not depend on the Subcontractor's decision, provided that there is no alternative to execute the works or services. Increase of costs shall not be deemed as a reason for considering there is non-alternative.

d) Any others of similar magnitude that were unforeseeable, or that being foreseeable exceed the control of the parties or were not avoidable and that prevent the execution of the obligations of the contract.

## 20. VALIDITY OF GENERAL CONDITIONS

20.1. These General Conditions will form an integral part of the contract and will also be valid and applicable in all its terms and conditions, except in those that have been expressly modified by the contract and / or its annexes. In case of discrepancy, the contract will prevail over any other document. Conditions of sale of the Subcontractor will not be accepted. Any Stipulation in the Subcontractor's documents that adds to or conflicts with the terms of the contract is rejected and is considered null and void.

CALVERA rejects any additional stipulation that is included in the Subcontractor's invoice, acknowledgment of receipt, confirmation, documents or any other prior or subsequent communication from the Subcontractor, unless such stipulation is expressly accepted in writing by CALVERA.

## 21. DATA PROTECTION

### 21.1 Processing of Representatives' data

CALVERA, as responsible for the treatment, informs the representatives of the Subcontractor (signatories acting on behalf of the Subcontractor and contact persons (the "Representatives")), that the personal data they provide to CALVERA (identification, contact, signature data, as well as those that may appear in the documentation of their representation) or those others that they may provide later, will be treated by CALVERA in order to manage the maintenance, compliance, development, control and execution of the contract, as well as for the prevention of money laundering and the financing of terrorism so that it can comply with its standards of diligence regarding the identification of its suppliers, being in its case the basis of the treatment the legitimate interest of CALVERA.

The Subcontractor may provide personal data to CALVERA in order to comply with its obligations or enable access to CALVERA facilities.

In this case, the data that may be processed are, without limitation, the name, surname, ID / Passport, company to which it belongs, curricular data, and data contained in the contribution and payroll bulletins.

The purposes of the treatment are (i) to manage the contract; (ii) control the access and stay of staff in the

facilities of the CALVERA group, where appropriate; (iii) to the extent permitted by law, limit access to such facilities; (iv) carry out the control and monitoring of the works in which they collaborate, as well as the fulfillment by the Subcontractor of its tax, labor and Social Security obligations; (v) manage accident files in the CALVERA facilities; and (vi) as many actions as are necessary for the proper execution of the contract.

The legitimate basis of the treatment is the execution of the contract and the legitimate interest of CALVERA in avoiding responsibilities, including tax and labor responsibilities.

Additionally, the Subcontractor is informed that their data may be processed in the course of an internal investigation as a result of a claim made through the CALVERA Ethical Channel.

### 21.2 General provisions

This section shall apply to any of the cases mentioned in the preceding paragraphs.

The data will be kept by CALVERA during the term of the contract. Once the validity ends, the data will be kept with the sole purpose of attending possible legal responsibilities of any kind.

CALVERA will not transfer personal data to third parties, unless the law so establishes, although they may be accessible to suppliers that provide services, in their capacity as data processors and other companies of the CALVERA group in order to comply with the purposes set forth herein.

Representatives and employees may exercise their rights of access, rectification, deletion, opposition, limitation of treatment, portability and withdrawal of consent given in writing, which is accompanied by a copy of a document proving their identity, addressed to CALVERA, to its corresponding registered office.

Likewise, if you consider that your personal data has not been treated in accordance with data protection regulations, you can contact the CALVERA Data Protection Officer and, where appropriate, contact through the email [dpo@calvera.es](mailto:dpo@calvera.es). You may also file a claim with the Spanish Agency for Data Protection ([www.aepd.es](http://www.aepd.es)).

Finally, CALVERA informs the Subcontractor of the possible use of video cameras in the common areas in which the services will be provided in order to guarantee the safety of goods and people. The images that, where appropriate, are recorded will be incorporated into a file under the responsibility of CALVERA.

21.3 Access by the Subcontractor to personal data of CALVERA.

Access by the Subcontractor to personal data of CALVERA does not constitute a transfer of data in accordance with the concept established by article 12 of Organic Law 15/1999, of December 13, Protection of Personal Data ("LOPD"), but access to personal data on behalf of a third party subject to the provisions of article 12 of the LOPD.

The data accessed by the Subcontractor pursuant to this article may only be processed by the Subcontractor, in its capacity as data processor, in accordance with the instructions given by CALVERA, in its capacity as data controller.

The Subcontractor undertakes not to disclose or manipulate the aforementioned data, which are considered confidential information, as well as not to publish, assign, transfer, or disseminate them in any way, either directly, or through third parties or companies, or make them available to any third party in any way and for any reason. The Subcontractor expressly assumes the obligation to implement the security measures for personal data, referred to in article 9 of Organic Law 15/1999, of December 13, on the Protection of Personal Data. The Subcontractor also undertakes to destroy or return personal data after termination of this contract.

On the other hand, the Subcontractor undertakes to inform CALVERA of the need to subcontract part of the services or the agreed services.

In the event that the Subcontractor violates the regulations on the protection of personal data, it will leave CALVERA harmless from the administrative or civil responsibilities that may arise from its non-compliance.

## 22. JURISDICTION AND ARBITRATION

22.1 Any dispute or conflict which may arise out of the interpretation or performance of the contract or in connection with it and which cannot be settled amicably between the parties within 30 days of written notice to either party, shall be finally resolved through an arbitration of law administered under the rules of the Aragón Court of Arbitration and Mediation of the Aragón Association of Arbitration by an arbitrator appointed in accordance with said rules and statutes. The parties agree to honor any award rendered.

The arbitration shall be held in Zaragoza and the language of the arbitration shall be English. Any document originally written in English may be submitted in this language.

The Applicable Law will be Spanish. The parties agree to empower the arbitrator to extend the deadline for issuing the decision up to a maximum of 12 months from the response to the complaint. The arbitrator shall identify and fix the arbitration fees and expenses. The arbitrator shall decide the percentage of such fees and expenses to be paid by any party attending its own percentage of success in the award.

22.2 The contract and these General Conditions are governed in accordance with the Laws of the Kingdom of Spain.

22.3 The existence of any dispute between the Parties or with respect to their submission to arbitration shall not entitle the Subcontractor to suspend performance of its obligations under the contract.

## 23. SUPPLIER CODE OF CONDUCT

23.1. The Subcontractor guarantees that it has read and is familiar with the CALVERA Supplier Code of Conduct (available on its website: [www.calvera.es](http://www.calvera.es)).

The Subcontractor agrees that it will be bound by and perform its work and services in strict compliance with the Supplier Code of Conduct in all its dealings with, for or on behalf of CALVERA. Any breach or violation of this clause shall constitute a material breach of contract.

23.2. The Subcontractor undertakes to notify CALVERA immediately (and in any case within 14 days of any potential, alleged or actual breach of the Applicable Law, the CALVERA Code of Conduct (available on its website: [www.calvera.es](http://www.calvera.es)) or the Supplier Code of Conduct.

## 24. ETHICAL CONDUCT

24.1 The Subcontractor undertakes to protect the rules of business ethics of CALVERA at all times and to act in such a way as to defend the good name and reputation of CALVERA and not to do or attempt to do any act or omission that intends and / or that in fact causes any damage or discredits CALVERA and, In particular, the Subcontractor declares that it does not have, and undertakes that it will not, directly or indirectly:

a) offer to give or agree to give to any Government Official or director, employee or agent of any current, past or potential client, supplier, consultant or any other third party any gift or consideration of any kind as an inducement or reward for doing or for tolerating doing or for having done or not having done or any action in connection with a tender, contract or any other business dealings or for showing or tolerating any favour to any person in connection with a tender, any contract or any other business dealing; or



b) induce or attempt to induce any Government Official, employee or agent of any private body to depart from its duties to its employer.

In addition, the Subcontractor represents that, in connection with this contract, it has not violated, and undertakes not to violate, the following laws, to the extent applicable:

- a) Spanish Penal Code and similar or equivalent legislation or regulations in those or any other jurisdictions applicable to activities related to this Agreement.
- (b) The laws applicable to the maintenance of business books and records.
- (c) Competition laws.

24.2 The Subcontractor shall allow CALVERA and its external representatives, with reasonable notice during normal business hours, access to the Subcontractor's books, records and accounts (including, but not limited to, records relating to the origin and legitimacy of funds paid to the Subcontractor and all disbursements made for or on behalf of the Subcontractor) in relation to the activities undertaken in connection with this contract and to meet with the Subcontractor staff of the Subcontractor to audit that party's compliance with its obligations under this Clause. These audit rights will continue for six years after termination of this contract. The Subcontractor shall provide all necessary assistance for the performance of such audits.

Access to the audit by any third-party representative of CALVERA will be subject to said representative agreeing to confidentiality obligations equivalent to those provided for in these General Conditions.

In addition, the Subcontractor undertakes to notify CALVERA without delay (and in any case within 14 days) of any alleged potential, suspected or actual breach of commitments in this clause and to provide reasonable cooperation to CALVERA in the investigation and resolution of such breach as soon as possible.

24.3 In each case, "Government Official" includes (a) any officer or employee of, or any person representing or acting on behalf of, (i) any level of government (whether federal, provincial, state, regional, municipal or other), including, without limitation, any government agency or department; (ii) entities wholly or partially owned or controlled by any level of

government; or (iii) public international or intergovernmental organizations; (b) a person holding a legislative, judicial or military office; or (c) political

parties, party officials and candidates for political office.

## 25. SURVIVAL

Without prejudice to the provisions of any specific stipulation established in the contract, any stipulation that by its nature becomes applicable after the expiration or termination of the contract, such as, but not limited to, articles 11.4 to 11.7 (Price, Guarantees, billing and payment), 15 (Industrial / Intellectual Property), 16 (Confidentiality), 17 (Responsibility of the Supplier, Indemnification), 22 (Jurisdiction and Arbitration), 23 (Supplier Code of Conduct), 24 (Ethical Conduct), 25 (Survival), shall remain in effect and survive the expiration or termination of the Purchase Order.

## ANNEX I

## PERFORMANCE BANK GUARANTEE (the “Guarantee”)

[Bank’s entity] with tax identification number [tax code], a company duly incorporated under the laws of [...], with registered office at [...] (the “**Guarantor**”), and its representative, Mr. [...] holding DNI (National Identity Card) no. [...], and with sufficient powers to take decisions on its behalf, as stated in the Deed no. [...] dated [...] by the Notary, Mr. [...] and entered into the Commercial Register of [...], under volume [...] page [...], entry [...],

## GUARANTEES

Unconditionally and irrevocably, acting jointly and severally, to the full extent required by the law, and expressly waiving the benefits of “*excusion*”, division and order (as stated in article 1.830 and the following of the Spanish Civil Code), in favour of [...], with tax identification number [...] and registered office at [...] (the “**Guaranteed Company**”), before CALVERA HYDROGEN S.A.U., that is the Beneficiary of the guarantee], with tax identification number A-50945914, and registered office at Pol. Ind. El Sabinar, 7A- 50290 Épila (Zaragoza) (the “**Beneficiary**”), up to a maximum amount of [words] [(figures)] euros, for the prompt payment and performance when due of all present and future obligations and liabilities of all kinds of Guaranteed Company, whether due or to become due, secured or unsecured, absolute or contingent, joint or several as a result of [description of the agreement] entered into on [signature date] between Guaranteed Company and Beneficiary (the “**Agreement**”).

Guarantor shall pay and honour this Guarantee, up to the pre-established maximum amount, within five (5) calendar days following a simple written demand of Beneficiary, validly signed by an authorised representative, in which it is indicated that the claimed amount is due and payable by Guaranteed Company, without the need for the authorisation or consent of Guaranteed Company and without any excuse being admissible, including the opposition of Guaranteed Company in order to avoid payment. The obligations of Guarantor by virtue of this Guarantee shall terminate when the sum of the partial executions of the Guarantee have reached the maximum guaranteed amount.

This Guarantee constitutes a principal obligation and entirely independent of the Agreement, and not excuse will be available to Guarantor to delay or refuse the required payment.

Guarantor's liability will in no way be affected or impaired by the occurrence of any of the following circumstances, whether notified or not to Guarantor: (i) the modification or amendment of the Agreement or of the obligations resulting therefrom; (ii) the extension of the validity of the Agreement or of any obligations resulting therefrom; (iii) the transfer of the Agreement or any of the rights or obligations resulting therefrom; (iv) delay or refusal to carry out actions deriving from

the Agreement, settlement or compromise in relation thereto; (v) invalidity, nullity or voidability of any of the stipulations or obligations deriving from the Agreement.

The Guarantee set forth herein is irrevocable and shall remain in full force until all the pending obligations and liabilities assumed by Guaranteed Company before Beneficiary, continue to exist and until such time as they have been properly and completely met.

This Guarantee shall recover full effectiveness and validity if, once payment has been made under its provisions, said payment is rescinded or must otherwise be returned for any reason whatsoever, including the cancellation of instruments used as payment, or the provisions adopted as part of insolvency proceedings.

Guarantor states that the powers in whose virtue it representative/s act are in full force and effect and that they have not been revoked, and that the issue of the present Guarantee constitutes a valid and effective act.

Guarantor hereby waives notice of acceptance of this Guarantee and the exercise by Beneficiary of any of the rights resulting from this Guarantee constitutes the Beneficiary's acceptance of the same, without it being necessary to previously inform Guarantor in this regard, or in relation to actions or activities related to the rights and obligations derived from the Agreement.

Beneficiary may assign this Guarantee and therefore the rights and obligations herein, to any third party without the prior consent of Guarantor or Guaranteed Company.

This Guarantee shall be governed by and constructed in accordance with the laws of Spain. The parties hereto agree that the Courts of the city of Zaragoza shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Guarantee and, for such purposes, irrevocably submit to the jurisdiction of such Courts.

[city], [month] [day], [year]

[Signature and stamp of Guarantor]

## ANNEX II

## ADVANCE PAYMENT BANK GUARANTEE (the “Guarantee”)

[Bank’s entity] with tax identification number [tax code], a company duly incorporated under the laws of [...], with registered office at [...] (the “**Guarantor**”), and its representative, Mr. [...] holding DNI (National Identity Card) no. [...], and with sufficient powers to take decisions on its behalf, as stated in the Deed no. [...] dated [...] by the Notary, Mr. [...] and entered into the Commercial Register of [...], under volume [...] page [...], entry [...],

## GUARANTEES

Unconditionally and irrevocably, acting jointly and severally, to the full extent required by the law, and expressly waiving the benefits of “*excusio*n”, division and order (as stated in article 1.830 and the following of the Spanish Civil Code), in favour of [...], with tax identification number [...] and registered office at [...] (the “**Guaranteed Company**”), before CALVERA HYDROGEN S.A.U., that is the Beneficiary of the guarantee], with tax identification number A-50945914, and registered office at Pol. Ind. El Sabinar, 7A- 50290 Épila (Zaragoza) (the “**Beneficiary**”), up to a maximum amount of [words] [(figures)] euros, for the prompt payment of the advance payment made by Beneficiary to the Guaranteed Company, and performance when due of all present and future obligations and liabilities of all kinds of Guaranteed Company associates to such advance payment, whether due or to become due, secured or unsecured, absolute or contingent, joint or several as a result of [description of the agreement] entered into on [signature date] between Guaranteed Company and Beneficiary (the “**Agreement**”).

Guarantor shall pay and honour this Guarantee, up to the pre-established maximum amount, within five (5) calendar days following a simple written demand of Beneficiary, validly signed by an authorised representative, in which it is indicated that the claimed amount is due and payable by Guaranteed Company, without the need for the authorisation or consent of Guaranteed Company and without any excuse being admissible, including the opposition of Guaranteed Company in order to avoid payment. The obligations of Guarantor by virtue of this Guarantee shall terminate when the sum of the partial executions of the Guarantee have reached the maximum guaranteed amount.

This Guarantee constitutes a principal obligation and entirely independent of the Agreement, and not excuse will be available to Guarantor to delay or refuse the required payment.

Guarantor’s liability will in no way be affected or impaired by the occurrence of any of the following circumstances, whether notified or not to Guarantor: (i) the modification or amendment of the Agreement or of the obligations resulting therefrom; (ii) the extension of the validity of the Agreement or of any obligations resulting therefrom; (iii) the transfer of the Agreement or any of

the rights or obligations resulting therefrom; (iv) delay or refusal to carry out actions deriving from the Agreement, settlement or compromise in relation thereto; (v) invalidity, nullity or voidability of any of the stipulations or obligations deriving from the Agreement.

The Guarantee set forth herein is irrevocable and shall remain in full force until all the pending obligations and liabilities assumed by Guaranteed Company before Beneficiary, continue to exist and until such time as they have been properly and completely met.

This Guarantee shall recover full effectiveness and validity if, once payment has been made under its provisions, said payment is rescinded or must otherwise be returned for any reason whatsoever, including the cancellation of instruments used as payment, or the provisions adopted as part of insolvency proceedings.

Guarantor states that the powers in whose virtue it representative/s act are in full force and effect and that they have not been revoked, and that the issue of the present Guarantee constitutes a valid and effective act.

Guarantor hereby waives notice of acceptance of this Guarantee and the exercise by Beneficiary of any of the rights resulting from this Guarantee constitutes the Beneficiary's acceptance of the same, without it being necessary to previously inform Guarantor in this regard, or in relation to actions or activities related to the rights and obligations derived from the Agreement.

Beneficiary may assign this Guarantee and therefore the rights and obligations herein, to any third party without the prior consent of Guarantor or Guaranteed Company.

This Guarantee shall be governed by and constructed in accordance with the laws of Spain. The parties hereto agree that the Courts of the city of Zaragoza shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Guarantee and, for such purposes, irrevocably submit to the jurisdiction of such Courts.

[city], [month] [day], [year]

[Signature and stamp of Guarantor]