

GENERAL CONTRACT CONDITIONS

1. PARTIES

Fundación CENER, with legal address at Avenida Ciudad de la Innovación nr. 7, Sarriena, (Navarra, Spain), holding Tax Identification number (NIF) G/31679889 (hereinafter referred to as "CENER") and the CLIENT (natural or legal person indicated in the heading of the Offer) may be referred to, individually and indistinctly, as a "Party" and, collectively, as the "Parties".

2. CONTRACTUAL LEGAL RELATIONSHIP

The contractual legal relationship between the Parties will enter into full force and effect (i) when the CLIENT submits to CENER a notice of acceptance of the Offer, issues an Order request, generates a Purchase Order and/or performs any equivalent action by means of which CLIENT accepts the Offer, and (ii) always provided that CENER confirms its consent to the mentioned CLIENT's request or order, which CENER shall do expressly and in writing, where appropriate.

The Offer will be regulated by the terms and conditions set forth in these General Contract Conditions (hereinafter "GCC"), except for those cases expressly nullified, overridden, or amended by the Particular Conditions that must be in writing and bear the signature of both the CLIENT and CENER. In the event of discrepancy between what is established in the General Contract Conditions and the Particular Conditions, the provisions of the latter will prevail.

3. OBLIGATIONS OF CENER

CENER will provide the services described in the Offer dutifully, to the best of its knowledge, for the benefit of the CLIENT and subject to the provisions of the Offer and these GCC. Any addition, elimination, or alteration of the services under the Offer shall require a specific prior agreement between CENER and the CLIENT.

CENER will obtain all permits, authorizations and/or licenses required to use the tools necessary to implement the services included in the Offer, where applicable.

CENER will be responsible for providing all the human resources necessary for the correct performance of the services, and for such personnel to both be suitably qualified and receive appropriate training to ensure the Offer's targets are met. In this connection, CENER will appoint adequately trained personnel with experience in similar duties to carry out the services.

CENER undertakes to comply with and make its staff comply with the obligations under labor law and regulations, Social Security rules (including in mutuality and non-discrimination matters) and the legislation on Prevention of Risks and Health and Security in the Workplace.

In addition, CENER undertakes to comply with and make its staff comply with the CLIENT's occupational health and safety standards, codes of conduct and/or any other standards implemented by the CLIENT at the CLIENT's premises and facilities, and the latter will provide CENER with those standards and rules and any possible modifications that may apply thereto during the execution of the services.

CENER shall be responsible for any matter concerning organizational, labor, disciplinary and/or social security issues and, in general, for any responsibility that may arise in connection with the personnel appointed to the execution of the services under the Offer. There is no employment relationship and/or contractual relationship between the above mentioned CENER personnel (or the personnel of CENER's subcontractors) and the CLIENT.

In the event that the subject matter of the Offer is an R&D project, the CLIENT declares that it is aware that such projects are subject to considerable uncertainties stemming from their very own innovative nature, a fact that may involve an increase in the degree of complexity of the R&D projects execution, which could cause a delay in both the projects performance and delivery and an obvious uncertainty about their outcome. Accordingly, the CLIENT acknowledges and accepts that the commitments and obligations undertaken by CENER are the provision of services rather than the delivery of specific results.

4. CLIENT'S OBLIGATIONS

The CLIENT will pay the price for the services in accordance with the payment terms and conditions set out in the Offer.

The CLIENT will collaborate with CENER in the development of the services, facilitating access to the information that CENER may request from time to time.

Where appropriate, the CLIENT will provide CENER with all available resources as specified in the Offer and that are necessary for the Offer execution.

With regard to infrastructures, the CLIENT will provide for the necessary physical premises at the CLIENT's facilities in such cases where the provision of the services requires the physical presence of CENER's personnel for such services to be carried out.

The CLIENT undertakes to allow CENER and the persons appointed by CENER, such as collaborators, auditors from certifying entities, among others, access to the CLIENT's facilities if necessary for the performance of the Offer. The access to the CLIENT's facilities shall take place on working days for the CLIENT and during normal business hours, subject to a prior notice and agreement between the Parties. The visit envoys shall at all times comply with the premises' applicable safety and security regulations and shall be subjected to the confidentiality obligations stipulated between the Parties.

5. PROVISION OF INFORMATION

CENER will provide the CLIENT with the Reports and/or Results referred to in the Offer, in electronic format.

Within a maximum period of ten (10) calendar days, the CLIENT must submit to CENER the CLIENT's comments on the Reports and/or the Results submitted, requesting corrections and/or minor changes to such documents, where appropriate. The absence of any response from the CLIENT within the mentioned ten calendar day period, will be considered as an acceptance of the Reports and/or the Results by the CLIENT, and CENER will invoice the appropriate milestone to the CLIENT.

In any case, regardless of the submission by the CLIENT of the comments described in the previous paragraph and the inclusion of any such corrections and/or minor changes into the Reports and/or Results, CENER will invoice the milestone relevant to the delivery of the Report and/or the Results within a maximum period of two (2) months following the delivery date of the referred Reports and/or Results.

6. PRICE

The price for the provision of the services to be rendered by CENER, is established in the Offer, and specifies the expenses that are expressly excluded.

The price established in the Offer is net; therefore, I.V.A. (*Impuesto sobre el valor Añadido*) value added tax will be added at the statutory current rate, and the CLIENT will also bear any other taxes, duties and levies, bank fees and/or withholding taxes, among others, that may be applicable from time to time.

7. BILLING AND PAYMENT

CENER will invoice to the CLIENT the services provided in the form and at the time indicated in the Offer.

Payment will be made by bank transfer to the bank account designated on the invoices issued by CENER.

Any payment due but not paid on time by the CLIENT shall give rise to the payment of a late interest at a rate equal to the three-month (3 month) interbank offered rate (EURIBOR) increased by five (5) percentage points; and shall give CENER the right to suspend the performance of the works until the time the CLIENT pays in full the total amounts overdue.

In the event the subject matter of the Offer is carrying out tests, then CENER will invoice to CLIENT the full price of the tests once they are completed, without regard to the results obtained, since the commitments and obligations assumed by CENER are the provision of services rather than the delivery of specific results.

Where repeat testing is considered necessary, provided such repetition is not attributable to a defective compliance of CENER's obligations by CENER, CENER shall inform the CLIENT of: (1) the costs that the conduct of a new test would amount to; and (2) the new timelines the test completion may require; both of (1) and (2) must be accepted by the CLIENT, where applicable.

8. CONFIDENTIALITY

"Confidential Information" means all information, whether in writing, electronic or oral form, disclosed by one party (the **"Disclosing Party"**) to the other (the **"Receiving Party"**) including, without limitation, information of a scientific, technical, financial, legal, fiscal and commercial nature, business models and strategies, "know how", identity and data of prospective clients and/or partners, any kind of projects and operations, whether at a proposal stage or still under consideration, reports, plans, market forecasts and data, together with analyses and working documents, compilations, comparisons, tables and studies and, in general, all the information that the Parties may disclose in connection with the Offer's implementation.

The Confidential Information shall not be disclosed by the Parties during the performance of the Offer and, furthermore, for an additional period of five (5) years from the date of termination of the Offer. The mentioned five (5) year confidentiality period will not be applicable to trade secrets, the confidentiality of which must be maintained until the time the Confidential Information becomes generally available to the public without any breach of the obligations of the Receiving Party. The Disclosing Party shall indicate to the Receiving Party any cases where the information provided is a Trade Secret.

The following shall not be considered as Confidential Information:

- Information that was in the public domain at the time of being revealed;
- Information that, after its disclosure, was published or otherwise became in the public domain, but not by a breach or default by the Receiving Party;
- Information that at the time of revelation, was already in the possession of the Receiving Party;
- Information that after its disclosure, was received from a third party legally entitled to reveal such information; or
- Information that was independently developed by the Receiving Party without resorting to or making use of the CLIENT's Confidential Information.

In addition, either Party may disclose the other's Party Confidential Information, when required to do so by law or by a court order.

The Receiving Party undertakes to use such information exclusively within the framework of the execution of the Offer, and, consequently, shall be responsible for any damages that the Disclosing Party may suffer from the Receiving Party's failure to comply with the foregoing obligations of confidentiality and restriction of use.

The CLIENT authorizes CENER to make use of generic information regarding the contracted services, provided that such information in no event shall include information of a sensitive, strategic and/or confidential nature. CENER is also authorized to use or refer to the CLIENT's company name, trademark, or trade name in order to demonstrate CENER's technical and/or professional capability to third parties.

9. LIABILITY

CENER will be liable to the CLIENT for any damages that either CENER or the persons CENER is legally or contractually liable for, may cause to the CLIENT that result from, arise out of, or derive from any action or omission in violation of CENER's obligations by CENER or by any of the abovementioned persons, whether by fraud or neglect.

CENER's total aggregate liability towards the CLIENT arising from or related to a specific Offer in relation to all claims, compensations and indemnities for damages shall be limited to a maximum amount of one hundred per cent (100%) of the Offer price, except for those cases arising out of willful misconduct or gross negligence.

In the event of contributory fault by both Parties or in case of a third party's fault contributing to the damages, the liability of each Party shall be proportional to their respective degree of intervention.

Liability for special, indirect, incidental and/or consequential damages caused by one Party to the other is excluded (in particular, loss of production, loss of exploitation, loss of earnings and loss of profits and, in general, any indirect damages that any Party may have suffered are expressly excluded).

The waiver of any term, provision or condition set forth in these GCC and/or the Offer, or the consent given with respect thereof, shall be effective only when in writing and bearing the signature of the waiving Party or the Party granting its consent, as the case may be; and, in the latter case, such consent shall be understood to be applicable to the particular event and purpose for which it is provided for only.

Failure or delay by one of the Parties to exercise a right, power, or

privilege under these GCC and/or the Offer shall not operate as a waiver thereof, nor shall the partial or occasional exercise of such rights, powers or privileges exclude subsequent exercises thereof or any other right, power or privilege.

10. CLAIMS

CENER has a complaint management procedure to respond to CLIENTS claims. A detailed description of this process will be provided at the CLIENT's request.

11. FORCE MAJEURE

Neither Party shall be held liable for breach of its obligations under the Offer, to the extent that due performance thereof is prevented, hindered or delayed by reason of a Force Majeure event.

The following shall be considered as Force Majeure events: events or circumstances beyond the control of the Parties, as well as other situations or occurrences that were unpredictable or, if predicted were inevitable, including in particular but without limitation, natural disasters or catastrophic events such as epidemics, pandemics, nuclear accidents, fires, floods, typhoons, earthquakes, wars, riots, sabotages, revolutions, declarations of state of alarm or emergency by the applicable authority. In particular, it is expressly established that any declaration of the state of alarm or emergency by a relevant authority that implies mobility restrictions that make it impossible for CENER's personnel to provide the services described in the Offer, where applicable, shall be considered an event of Force Majeure.

The occurrence of a Force Majeure situation will be communicated to the other Party as soon as possible, from the time the informing Party becomes aware of its existence. Each Party shall use its best efforts (provided they are reasonably feasible and/or available) to prevent or mitigate the effects of a Force Majeure event, as well as to ensure continuing or resuming the execution of the Offer. In these cases, the deadlines set for the completion of the obligations shall be extended for a period of time equivalent to the period of suspension of performance of the Offer because of the Force Majeure event.

If a Force Majeure event affecting all the obligations, or a significant portion of such obligations, of one of the Parties in connection with the Offer, continues uninterrupted for a time period longer than six (6) months, the Party not affected by such Force Majeure event will have the right to terminate the Offer by serving the affected Party a fifteen (15) calendar day termination notice. Termination of the Offer, where applicable, shall not exempt the Parties from the fulfillment of their obligations undertaken prior to the Force Majeure event.

12. TERMINATION

The Offer may be terminated in the following cases:

- a) At the request of either Party, in the event of a material breach or default (in whole or in part) of the obligations set forth in the Offer by the other Party when such breach or default is not remedied, if capable of remedy, by the defaulting Party within a period of twenty (20) calendar days after receiving a notice by the complying Party requesting remedy of the breach or non-compliance.

For the purposes of this section, the accumulation by the CLIENT of an aggregate penalty for delay equal to or greater than ten per cent (10%) of the total Offer value, and the non-renewal of the bank guarantees on maturity if required, shall be both considered as a breach or default, among others.

- b) By mutual agreement of the Parties, that must be in writing and executed by the legal representatives of both Parties and set forth the specific terms and consequences of such termination.

Expiration and/or early termination of the Offer performance shall not imply a termination, exemption, or waiver of any of the Party's rights accruing at or prior to the time of such expiration or termination. Neither expiration nor early termination of the Offer performance shall relieve the Parties of any obligations incurred prior to such expiration and/or early termination. In particular, the cases of early termination indicated above, shall have the following effects:

- In the case a), the breaching Party shall be obliged to compensate the non-breaching Party for any damages arising out of or in connection with the mentioned Offer breach or default.
- In the case b), the CLIENT shall pay CENER any and all amounts that are due and owed and reimburse CENER for all the costs incurred by CENER, prior to the termination of the Offer, that were directly attributable to the Offer. The same shall apply to

the case provided for in paragraph a) above where the CLIENT is the defaulting Party.

- In addition, in both cases **a)** and **b)**, upon reception of an early termination notice of an Offer by the other Party, CENER will stop all services in connection with the Offer and use all the means at its disposal to cancel any pending orders and subcontracts, and from that moment on CENER will restrict its activities to the performance of the services necessary to preserve and protect the works in progress and any matter that may be related thereto.

13. REPORTS

The report(s) that may be issued with regard to the execution of the Offer do not fall within those provided for in article 335 of the Spanish Civil Procedure Law (Ley de Enjuiciamiento Civil) which are of a different nature; and, consequently, the report(s) shall not be used in any judicial, arbitral or administrative proceedings unless with the prior written authorization of CENER, which, furthermore, shall be of an strictly personal nature and for the exclusive use of the CLIENT solely.

14. MODIFICATIONS

If after acceptance of an Offer and as a result of new needs and/or unforeseen technical causes at the time of the Offer approval, it becomes necessary to introduce modifications in the works, activities or units contained in the Offer, and provided that the mentioned modifications: (i) are of an exceptional nature; (ii) their implementation does not prevent the fulfilment of the commitments undertaken, and; (iii) are technically feasible, then such modifications must be accepted by the Parties. These modifications shall be set forth by the Parties in a written document, that shall detail, where appropriate: (1) the technical description of the modification; (2) the amount that the modification would add up to; and (3) the new timelines that the modification may require.

15. INDEPENDENCE OF THE PARTIES

Any works performed by CENER shall be in CENER's capacity as an independent contractor and this document will not in any circumstances be interpreted as creating a joint entity, partnership, a *de iure* or *de facto* association, an agency, or an employee/employer relationship between the Parties.

Neither Party shall have the right or authority to bind the other, in any way, beyond the provisions of the Offer and these GCC.

16. SUBCONTRACTING / OUTSOURCING

CENER may outsource consultancy or specialized technical services from third Parties for the completion of CENER's activities in such fields as CENER may require by hiring subcontractors having the necessary proven specific competences, and provided that the confidential nature of the works carried out is preserved.

No contractual and/or employer-employee relationship will exist between the CLIENT and CENER's subcontractors in connection with the performance of the Offer. CLIENT shall be free from any contractual obligations or liabilities towards any subcontractor or the subcontractors' personnel for any claim.

17. ASSIGNMENT

The legal relationship based on the Offer between the Parties is *intuitu personae*, that is, of a personal nature, so neither Party may assign or transfer to third parties, excluding their affiliates, any right or obligation arising therefrom, without the express written consent granted in advance by the other Party.

18. SEVERANCE OF TERMS

If any provision of these GCC becomes invalid, illegal, or unenforceable under any rule of law or is declared invalid, void, or unenforceable by any court, arbitrator or administrative authority, the contracting Parties shall endeavor to replace the defective provision(s), by one or more provision(s) that will have similar effects to pursue the intended goals meant by the Parties for the performance of the Offer.

19. REGULATORY COMPLIANCE AND BUSINESS ETHICS

The Parties undertake that, during the term of the contractual relationship, they will act at all times with the highest degree of diligence, good faith and business ethics, strictly complying with all applicable laws and, in particular, with the rules and regulations on crime prevention, anti-corruption, money laundering, data protection, anti-

trust and fair competition, and any other applicable legal or regulatory provisions.

CENER represents that it has implemented a Corporate Compliance Program, in accordance with the regulations in force, the purpose of which is to prevent the commission of criminal offences and promote a culture of regulatory compliance and ethical conduct.

The CLIENT acknowledges that it is aware of, accepts and undertakes to comply with, throughout the term of this Agreement, and to ensure compliance by its directors, employees, agents, subcontractors or any third party acting on its behalf, all the principles, values, standards of conduct and obligations set out in CENER's Code of Ethics, which is available on its website (www.cener.com) and is an integral part of CENER's Corporate Compliance Program.

The CLIENT acknowledges that the Code of Ethics is a mandatory rule and that its purpose is to guarantee a culture of integrity, legality, prevention of criminal conduct and ethical behaviour within the framework of its contractual relationship with CENER. The CLIENT must abide by any updates to the Code of Ethics from the date on which CENER publishes or makes them available.

The CLIENT undertakes to strictly comply with current legislation in any actions it takes in relation to the Offer, and will avoid any practices that are fraudulent, illegal or that could constitute a criminal offence. Likewise, the CLIENT will take the necessary measures to ensure that no person under its control engages in any actions that may violate any applicable criminal, administrative, labour, tax, environmental or other regulations in force.

The CLIENT undertakes to act in accordance with the principles of integrity, transparency, loyalty, good faith, and respect for the dignity of people.

The CLIENT declares that it will not use forced or child labour, that it will respect the principle of equal opportunities and that it will guarantee a safe and healthy environment for the parties involved in the performance of the Offer, rejecting any form of violence, abuse, discrimination, or harassment.

The CLIENT undertakes to refrain from engaging, directly or indirectly, in any conduct that could be considered corrupt, dishonest, improper, or irregular, including:

- To offer, promise, grant, solicit or accept unjustified advantages or benefits;
- To make payments, give gifts or compensation for the purpose of expediting administrative, judicial, or commercial procedures or ensuring or influencing their outcome;
- To engage in money laundering, influence peddling, bribery, or any other unlawful conduct.

Complimentary gifts or courtesy presents will only be acceptable when they are in line with local traditions or social customs and do not compromise the independence, objectivity, or integrity of the parties.

The CLIENT must avoid any situation in which their personal or business interests may conflict with those of CENER. In the event that a conflict of interest exists or may exist, the CLIENT must immediately notify CENER so that appropriate action can be taken.

The CLIENT undertakes to provide truthful, complete, and accurate information in all its communications with CENER, with particular regard to financial, contractual, and technical matters.

The CLIENT declares that it will not withhold, manipulate or distort relevant information and that it will guarantee the lawful origin of the funds or payments related to the Offer.

The CLIENT undertakes to comply with applicable environmental regulations and to adopt responsible practices that minimise the environmental impact of their activity, following the standards and guidelines that CENER may establish in this regard.

The CLIENT shall notify CENER, through the Internal Reporting System and/or any other channel that CENER may establish, of any indication or finding of actions in breach of the Code of Ethics, CENER's internal rules or applicable law, identified within the framework of the contractual relationship.

Failure to comply with any of the obligations set out herein shall be considered a material breach of the General Terms and Conditions of Contract, giving the non-breaching Party the right to terminate the contractual relationship with immediate effect, without prejudice to the exercise of any legal actions to which it may be entitled to claim any damage or loss that such breach may have caused it.

20. PERSONAL DATA

CENER complies with current law on the protection of personal data and will ensure the correct and proper use and processing of the CLIENT's personal data. CENER guarantees the confidentiality of the personal data provided by the CLIENT and its automated processing in accordance with current legislation.

Acceptance of the Offer is considered as an affirmative, unambiguous act by which the CLIENT gives his explicit consent to CENER to process the personal data that CLIENT provided CENER with for the preparation of the Offer and, where appropriate, those data that CLIENT may provide within the framework of the provision of the contracted services, for the following purposes:

- Providing the services that the CLIENT entrusts to CENER, including the preparation of budgets, quotes, and offers.
- Sending the CLIENT commercial communications related to the activities and services offered by CENER and that fall within the reasonable expectation that the CLIENT may be interested therein, taking into consideration the services previously contracted. The data handling described in this paragraph will cease if the CLIENT objects to further use of its data for this purpose.
- Administrative management of the contractual relationship between the Parties, including billing of CENER services.

The CLIENT data will not be transferred to third parties without the express consent of the CLIENT, subject to the exceptions provided for in the law and specific regulations that establish otherwise, as a legal obligation for the fulfillment of purposes directly related to the legal relationship between the Parties.

CENER reserves the right to cease the provision of services for any CLIENT who has provided false data. The CLIENT shall be solely responsible for any damages caused to CENER or any third party arising out of or in connection with the provision of false, inaccurate, incomplete, or outdated data.

The CLIENT's personal data will be treated with the appropriate degree of protection in accordance with the laws and regulations applicable from time to time, and CENER will take any necessary security measures to prevent its alteration, loss, misuse, or unauthorized access by any third party.

The personal data provided by the CLIENT will be kept for the duration of the legal relationship between the Parties and, furthermore, until the

end of any mandatory terms arising from the fulfillment of legal obligations, including the periods of limitation for liability, if any, that could affect CENER in connection with the services carried out.

The legal basis that enables CENER to process the CLIENT's data is the performance by CENER of the services entrusted by the CLIENT as a result of the latter's acceptance of the Offer. Therefore, the legality of CLIENT's data processing by CENER is based on the need of such processing for the proper performance of the Offer. The legality of CLIENT's data processing for sending of commercial communications by CENER is based on the legitimate interest of CENER in accordance with Article 21.2 of Act 34/2002, of July 11th, de *Servicios de la Sociedad de la Información y de Comercio Electrónico de España* (Services of the Information Society and Electronic Commerce of Spain).

The CLIENT may exercise its rights of access, rectification, deletion, limitation, portability and/or opposition to the processing, use and transfer of the CLIENT's data, by means of a written notice sent to the electronic address protecciondatos@cener.com, to which a copy of the CLIENT's ID must be attached. Upon receipt of any such request notice, CENER will respond as soon as possible.

If the CLIENT wants more information about the rights that it may exercise and/or wishes to have access to models of forms for the exercise of these rights, the CLIENT can visit the website of *Agencia Española de Protección de Datos* (Spanish Data Protection Agency) at www.agpd.es. Furthermore, the CLIENT has the right to submit a complaint to *Agencia Española de Protección de Datos* (Spanish Data Protection Agency) in the event CLIENT considers that there is a problem with the way in which the CLIENT's personal data are being processed.

21. LEGISLATION

The Offer shall be governed by its own terms, these GCC, the Particular Conditions, if applicable, and, otherwise, by the laws of the Kingdom of Spain.

22. JURISDICTION

The Parties expressly agree to refer any dispute, controversy, discrepancy, question, or claim resulting from or relating to, directly or not, to the performance or construction of the Offer to the Courts and Tribunals of the city of Pamplona (Navarra, Spain), to which the Parties expressly submit, excluding and waiving any other jurisdiction that they may resort to or that may be applicable.