

1. Performance of the Service

The Service is defined as all services provided by the Supplier under the Contract, including any tangible or intangible products that should be provided for the execution of the services. Therefore, such Service may include both goods and services. The Service shall be performed in accordance with currently applicable laws and regulations. The Supplier shall obtain and maintain all the necessary permits in connection with its activity and with the Service, and at the request of the Company shall present documentation of those permits.

The Supplier shall ensure that all personnel performing the Services under the Contract have rates of wages and working conditions which are not lower than those established for the trade or industry or for a living wage where the Service is carried out.

In areas covered by regulations on general application of collective bargaining agreements, the Supplier shall have pay and working conditions in accordance with applicable regulations. In areas that are not covered by the general application, the Supplier shall have wages and working conditions in accordance with the applicable nationwide collective agreement for the relevant industry. In this context, "wages and working conditions" means working hours, payment, including overtime allowances, shift allowances, inconvenience supplements, costs of travel, board and lodging.

The Company may require that personnel performing services shall sign a declaration that releases tax authorities and work inspection authorities from confidentiality obligations and provides the Company with the right to verify payment and working conditions in the supply chain related to the Contract. The Supplier shall include the above requirements in their contracts with Sub-suppliers.

The Supplier shall perform necessary controls of Sub-suppliers. The Supplier shall document the results of control activities and submit the documentation to the Company. At the Company's request, the Supplier shall carry out specified controls of Sub-suppliers. The Company may require that Supplier submit a copy of the employment contract for all personnel performing work on the Company's sites, including personnel working for sub-suppliers.

The Supplier shall not assign any part of the Service to Sub-suppliers without the prior and written consent of the Company. Such consent shall not release the Supplier from any obligations under the terms of the Contract.

The Company shall not be considered to be the employer of the Supplier's personnel even when such personnel perform the Service or parts thereof in co-operation with the Company.

The Contract has a strictly mercantile nature and therefore any employment relationship is excluded therefrom.

Key personnel in the employ of the Supplier appointed to work under the terms of Contract, such as the Supplier's representative for the provision of the Service shall be previously approved by the Company and shall not be removed or replaced without the approval of the Company. Such approval may not be unreasonably withheld. The training of new personnel shall be at the expense of the Supplier.

In order to avoid conflict of interest the Supplier shall ensure that key personnel and their relatives do not have interest in entrepreneur and/or developing companies which are competitive to the Company or companies where the Company have ownership.

The Supplier shall ensure that personnel who behave in a reprehensible manner or who are not suitable to perform the Service are replaced at the Supplier's expense.

The Supplier is responsible for all documents, descriptions and instructions in the event of these being damaged or destroyed as a result of accident whilst in the possession of the Supplier and off the Company's premises.

The Supplier represents it is duly qualified, competent and experienced in the provision of the Service and that it is fully equipped and staffed to provide the Service.

2. Quality assurance

The Supplier shall have a satisfactory quality assurance system adapted to the Service. The Supplier shall document this system at the request of the Company. The Supplier is responsible for ensuring that the quality of the Service is in accordance with any reasonable requirements for such a Service. The Supplier may be requested to prepare a quality assurance plan to ensure the quality of the Service.

The Company's representative to whom the Supplier reports is responsible for facilitating the Supplier's access to any of the Company's quality assurance documents that may be relevant, as the case may be. In this case, the Supplier has an obligation to familiarize itself with the relevant quality assurance documents before the commencement of the Service, and to comply with such documents during the performance of the Service.

3. Rights to ownership of results

Unless otherwise agreed, the Company acquires exclusive ownership to the results of the Service as and when it is performed. All reports, drawings, specifications and similar documents, including computer software, which are prepared in connection with the Service are considered to be part of the results of the Service.

The Company's right of ownership does not apply to documents and software which according to Spanish law are normally subject to protection, and which remain the property of the Supplier. However, if such documents and software are necessary for operations, inspection, maintenance and so on, they shall be made available to the Company, which will have unrestricted right of use. In such case, the documents shall not be used for other purposes without the consent of the Supplier.

The Supplier shall not take on assignments for other clients without the written consent of the Company if those assignments make direct use of the results of assignments carried out for the Company, but the Supplier may use any skills acquired to develop its own business operations.

4. Changes

Within the bounds of what the Parties could reasonably expect at the time of entry into the Contract, the Company may demand changes in the quality or scope of the Service as well as changes in the work schedule.

Should the Company demand changes, the Supplier shall, without undue delay, advise the Company with regard to any effect those changes might have on the price and work schedule.

If the Supplier should discover a need for changes, the Company shall be notified as soon as such need becomes evident to the Supplier.

Compensation for changes shall be in accordance with the Contract's original price schedule. If the changes lead to savings for the Supplier, the Company shall be credited accordingly.

Changes shall be approved by the Company in the form of a written change order.

5. Postponement

Upon written notification, the Company may postpone all or parts of the Service. Following such notification, the Supplier shall without undue delay notify the Company with regard to what effect the postponement may have on the implementation of the Contract. The Supplier shall resume the Service immediately upon notification by the Company.

If the delay exceeds the notified postponement by more than thirty (30) days, the Supplier is entitled to terminate the Contract upon written notification to the Company.

During the period of postponement, the Company shall provide compensation for documented, necessary expenses in connection with the demobilising and mobilising of personnel.

6. Cancellation

Upon written notification to the Supplier, the Company may cancel the Service in whole or in part with immediate effect.

Following such cancellation, the Company shall pay to the Supplier any amount which is owed for that part of the service which has been completed, and also cover any documented, necessary expenses which the Supplier may incur as a direct result of the cancellation.

7. Price, invoicing and payment

7.1 Price

The agreed prices shall be deemed to cover all the Supplier's costs in connection with the Service. The prices are fixed for the duration of the agreement, and may only be changed in the event of:

- changed regulations resulting in the imposition or discontinuation of government taxes or duties or
- the duration of the Service exceeding two (2) years, in which case agreements regarding payment by the hour may be renegotiated.

Work performed outside normal working hours shall not affect the hourly rates.

Travel expenses and subsistence allowances in connection with the implementation of the Contract which are not included in the fixed contract price shall be covered according to the terms of the Company's Travel Regulations. Unless otherwise agreed, the Supplier may not invoice for time spent in travelling. In any case, any travel expenses and subsistence allowances not included in the price of the Contract shall be previously approved by the Company.

7.2 Invoicing and payment

Unless otherwise agreed, payment shall be made within thirty (30) days of receipt of a correctly issued invoice.

All invoices shall bear the Contract Number and other references which may have been agreed upon, and shall clearly specify what the invoiced amount refers to. The Company reserves the right to return any invoices which do not satisfy these requirements.

Unless otherwise agreed, invoicing shall take place by the end of each month.

In the case of agreements based on hourly payment, approved time sheets shall accompany the invoice.

The Supplier shall submit a final invoice within sixty (60) days of the Company's acceptance of the completion of the Service. The final invoice shall include all the Supplier's outstanding claims under the Contract. Claims not included in the final invoice may not be submitted later.

8. Breach of contract, termination

8.1 Delay

The Supplier is responsible for any delays which cannot be ascribed to the Company.

If the Company's objectives in connection with the Service are significantly jeopardised as a result of shortcomings in the Supplier's performance of the Service, this shall be considered a delay.

8.2 The effects of delay

In the event of delay, unless otherwise agreed, liquidated damages shall accrue at a rate of 0.3% of the total Contract Price for each calendar day of delay on the part of the Supplier. However, the accumulated liquidated damages shall not exceed 15% of the Contract Price.

If the delay is caused by gross negligence or wilful misconduct on the part of the Supplier or a party for whom the Supplier is responsible, the Company is entitled to compensation for losses suffered as a result of the delay, instead of liquidated damages.

The Company is entitled to terminate the Contract if the maximum liquidated damages have accrued, or if the delay leads to a material breach of contract.

8.3 Defects

A defect occurs when the Service at completion is not in accordance with the Contract.

In the event of a defect in the performance of the Service, the Supplier is responsible for that defect in accordance with Section 8.4.

The Supplier is not responsible for incorrect solutions or methods prescribed by the Company, or for errors in any background material supplied by the Company, but if the Supplier ought to have discovered the error, all or part of the risk may be transferred to the Supplier.

the Company's approval of proposals or planning material does not release the Supplier from liability in connection with the performance of the Service in accordance with the Contract, unless the Supplier has clearly drawn attention to the special elements of risk which exist.

The Company shall make a written claim in reasonable time after discovery of the defect, but not later than five (5) years after the Company has accepted the completion of the Service, unless otherwise agreed or unless a different period is established by law for specific cases. In the case of repair work, a similar deadline for submission of claims shall run from the date on which the repair work is completed. The deadlines for claims do not apply whilst repairs or other activities are in progress which are necessary for the correct fulfilment of the Contract.

8.4 The consequences of defects

If the Company makes a claim, the Supplier shall repair the defect without delay, but the Company may postpone the repair work if there is valid reason to do so. The repair work shall be performed without expense for the Company.

If the Supplier does not carry out the necessary repair of the defect within a reasonable period, and in any case within no more than twenty (20) days unless otherwise agreed, the Company is entitled to do so itself or by use of other parties at the expense and risk of the Supplier. The same applies if waiting for the Supplier's repair would result in significant inconvenience for the Company. In such cases, the Supplier shall be notified before the repair work is commenced.

If the Supplier does not repair the defect within a reasonable period, the Company is entitled to a reduction in price.

the Company is entitled to compensation for any loss it may suffer as a result of defects. The Supplier's liability is limited to the Contract price, unless otherwise agreed. The limitation of liability shall not apply if the defect is caused by gross negligence or wilful misconduct on the part of the Supplier or a party for whom the Supplier is responsible.

The Company is entitled to cancel the Contract if a defect results in a material breach of contract. In such cases, the Company reserves the right to reject any offer by the Supplier to repair the defect.

The Supplier shall indemnify the Company in the event of the performance of the Service involving infringement of a third party's patent rights or other intellectual property rights, except where this is an unavoidable consequence of the Company's specifications, and the Supplier could not be expected to be aware of any infringement.

9. Force Majeure

Force Majeure means an event beyond the control of a Party, which that Party could not be expected to foresee when the Contract was entered into, and the consequences of which that Party could not reasonably be expected to prevent.

If it can be demonstrated that the execution of the Contract has been prevented by Force Majeure, this shall not be deemed to be a breach of contract. Each of the Parties shall cover its own costs resulting in the event of Force Majeure.

A Party wishing to invoke Force Majeure shall without delay notify the other Party of the nature, cause and anticipated duration of the Force Majeure situation.

Each of the Parties has the right to terminate the Contract if the Force Majeure situation lasts, or it is evident that it will last, more than sixty (60) days.

Notwithstanding the above, the parties acknowledge that the COVID-19 context and situation has become part of a "new normality" with a particular fluctuant legal frame and therefore the parties shall not consider any further affection derived from COVID-19 a Force Majeure Event, except for those cases where the affection is derived from an unpredictable outbreak that directly affects members of the staff.

10. Insurance

The Supplier has an obligation to take out and maintain insurance against any damage and liability which may arise under the terms of the Contract.

The Supplier shall also have adequate accident insurance as well as personnel insurance for its employees, as required by law. At the request of the Company, the Supplier shall provide documentation of such insurance and the scope of its cover.

11. Business Ethics and Anti-Corruption

11.1 The Supplier shall when acting in connection with this Contract (prior to or after the entering into of the Contract), always act in compliance with and not engage in any activity, practice or conduct in breach of, any applicable state, national, and international laws, rules and regulations and other applicable rules relating to ethical and responsible standards of behavior, including but not limited to those dealing with human rights, environmental protection, corruption, fraud, money-laundering, applicable sanction regimes and other economic crimes, such as:

- (i) any applicable international, regional, national or local anti-corruption laws and regulations, including but not limited to, the Norwegian Penal Code, the UK Bribery Act, the Spanish Penal Code and the Spanish Law on the Prevention of Money Laundering ;
- (ii) any applicable international, regional, national or local environmental and natural resources laws and regulations, and international standards such as the IFC Performance Standards on Environmental and Social Sustainability;
- (iii) any applicable international, regional, national or local health and safety laws and regulations;
- (iv) any applicable international, regional, national or local human rights laws and regulations, including but not limited to those referred to in the UN Guiding Principles on Business and Human Rights;
- (v) any applicable regulations related to economic sanctions and export control, and in particular not engage in business with entities owned or controlled by persons that are the target of any sanctions administered or enforced by the US Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Her Majesty's Treasury or the Norwegian Ministry of Foreign Affairs, or is located, organized or resident in a country or territory that is, or whose government is, the subject of sanctions by a relevant sanctions authority; and
- (vi) the Statkraft Supplier Code of Conduct as which can be found in the following website: https://www.statkraft.com/globalassets/12-1736-en---statkrafts-supplier-code-of-conduct-674314_1_0.pdf

The Supplier shall ensure that its ultimate parent company and all companies where more than 50% of the voting shares are owned and/ or controlled directly or indirectly by the ultimate parent company.(the "Affiliates"), employees and permitted agents or other representatives, who perform services on behalf of the Supplier in connection with this Contract (the "Representatives") and Sub-suppliers comply with all the above mentioned requirements.

11.2 The Supplier shall immediately notify the Company in writing if there is reason to believe that the Supplier or any of the Representatives or Sub-suppliers have: (a) been subject to an investigation, or prosecution which relates to an alleged circumstance that would represent an infringement of Clause 11.1 above; or (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts. E-Mail notifications are deemed satisfactory.

11.3 If the Company reasonably suspects a breach of the requirements set out in Clause 11.1, the Company shall be entitled to request documentation and information in relation with the alleged breach from the Supplier.

11.4 If the Company reasonably suspects a breach of the requirements set out in Clause 11.1, the Company shall be entitled to, upon written notice, suspend the performance of this Contract. if the breach is not remedied within thirty (30) days after receipt of written notice of such breach from the Company. The Company shall also be entitled to require the Supplier to implement reasonable corrective actions identified by the Company, including, but not limited to establishing new procedures, terminate contracts and payments or removing persons who have acted in breach of the requirements set out in Clause 11.1.

11.5 In the event of any breach by the Supplier of the provisions of Clause 11.1, or if the Supplier or any of its Affiliates, Representatives or Sub-suppliers becomes a target of, or becomes owned/controlled by a target/targets of, any applicable regulations related to economic sanctions and export control, as referred to in Clause 1.1 above, then:

- (i) if the breach is (i) of a nature that cannot be remedied or (ii) if the breach can be remedied but the Supplier has not remedied the breach within a reasonable time period stipulated by the Company, the Company may terminate this Contract with immediate effect; and
- (ii) the Supplier shall indemnify the Company against any losses, liabilities, damages, costs and expenses (including legal fees) incurred or suffered by the Company as a consequence of such breach.

11.6 Prior to entering into any sub-contracts, the Supplier shall conduct an appropriate integrity due diligence to ensure that the potential Sub-suppliers are duly qualified to perform the tasks for which they may be engaged, that they are of good reputation, and that they to the best of its evaluation would present no corruption-related or other compliance risk or liability to the Supplier or the Company;

All sub-contracts entered into by the Supplier shall require the Sub-Suppliers to:

- (i) ensure undertakings that are in all substantial respects at least as strict as the undertakings and warranties set forth in this Clause 11.1;
- (ii) ensure a right for the Supplier and the Company to receive documentation and information from the Sub-suppliers in line with the principles of Clause 11.3 above; and d
- (iii) ensure an undertaking of the Sub-Suppliers to implement reasonable corrective actions identified by the Company or its third party representatives in line with the principles of Clause 11.4 above.

Subcontracting shall not relieve the Supplier of its responsibilities under Clause 11.1. The Supplier shall be responsible for the acts, defaults and neglects of its Sub-Suppliers as if they were the acts, defaults and neglects of the Supplier..

12. Confidentiality and User Obligations

The Supplier has an obligation to prevent third parties from gaining access to or knowledge of any information it may acquire in connection with the performance of the Service regarding:

- the personal affairs of individuals, and/or
- technical equipment or procedures and operational or commercial conditions which should be kept secret out of consideration for the competitive interests of the owner of the information.

The confidentiality obligations continue to apply after the Supplier has completed the Service. Moreover, the Supplier must not make use of information as specified in this Section in connection with its own business activities or Services provided to third parties. The Company is entitled to require the Supplier to sign a special declaration of secrecy.

The Supplier has an obligation to have knowledge about the Company's security policy and his responsibility regarding security. the Company is entitled to require the Supplier to sign a special declaration for availability to ICT (Information and Communication Technology) resources (User Obligations).

13. Waiver and Severability

13.1. A waiver by either the Company or the Supplier of any provision or breach of any condition of the Contract shall be in writing. Such a waiver shall not affect the waiving's party rights with respect to any other provision.

13.2. The invalidity, illegality or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision thereof void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. If any term or provision of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected and the Parties shall in good faith restate the affected provision in a manner that it shall respect the spirit of te affected provision in consideration of the whole agreement and be in compliance with applicable laws and regulations.

14. Assignment

Neither this Contract nor any right or obligation of the Service Provider hereunder may be assigned, transferred or subcontracted by the Supplier to a third party without the prior and written consent of the Company.

The Company may at any moment assign this Contract to any Affiliate without prior consent of the Supplier.

Notwithstanding the above provisions, any cost related to the assignment of this Contract shall be borne by the assignee.

15. Choice of Law and Legal Venue

Spanish law shall govern the Parties' rights and obligations in their entirety according to this Contract.

Disputes between the Parties regarding the interpretation or legal effect of this Contract shall primarily be resolved by negotiation by amicable discussions within thirty (30) days.

If negotiation does not lead to settlement, and the Parties do not agree on an alternative course of action, any dispute in relation to the Contract shall be brought before an ordinary court of law.

The Parties will only agree to legal proceedings in connection with the Contract in their respective courts of domicile, though the Supplier will also recognise the courts of Madrid as a legal venue.