

GENERAL TERMS AND CONDITIONS

(hereinafter referred to as GTC)

First edition, valid as of 09/03/2026

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1. DEFINITIONS

1.1. Change of control: means any transaction whereby a third party acquires, directly or indirectly, (i) more than fifty percent (50%) of the voting rights or share capital of the Supplier; or (ii) the power to appoint the majority of the members of the management body or to direct the financial and operational policy of the Supplier.

1.2. Special Conditions: Document, annex or specifications contained on the face of the Purchase Order or the Specific Contract which regulate the specific details of a transaction (such as specific terms, place of delivery or higher insurance coverages) and which, in case of conflict, prevail over these GTC.

1.3. Contract(s): are all documents that regulate the relationship between the Parties consisting of the following documents, by way of example but not limited to: the Specific Contract (and any annexes or addenda that complete it),

the Data Processor Agreement (hereinafter DPA), the Special Conditions, these General Terms and Conditions, the Purchase Order, the GTC, the Konecta Supplier Code of Ethics and the Corporate Sustainability and Compliance Policies (available at <https://konecta.com/es/sobre-nosotros/sostenibilidad> or link that replaces it). All these documents shall be considered an integral and binding part of the business relationship.

1.4. Business day: Any day, excluding Saturdays, Sundays and national or local holidays, on which banks are open to the public for commercial transactions **in the city where the KONECTA entity issuing the Order has its registered office.**

1.5. Intellectual Property Rights: This includes, but is not limited to: (i) copyright, moral rights and related rights (including software, source code and object); (ii) patents, utility models and industrial designs; (iii) trademarks, trade names and domain names; and (iv) trade secrets, know-how and database rights; whether registered or not, including any application for registration thereof anywhere in the world.

1.6. Electronic signature: Any means, platform or system in electronic format (including, but not limited to, qualified digital certificates, recognised platforms such as DocuSign or Adobe Sign, and click-wrap acceptance mechanisms) which, in accordance with the applicable legislation, allows the signatory to be unequivocally identified, guarantees the integrity and origin of the document, and expresses the consent of the Parties, giving it full legal validity, probative value and the same binding value as a traditional handwritten signature.

1.7. Financial Guarantee: Document that the Supplier provides to KONECTA in relation to a financial guarantee for the fulfilment of all contractual obligations and any other obligations.

1.8. KONECTA GROUP (or KONECTA): a business group with a multinational presence operating through various subsidiaries or branches. For these General Terms and Conditions (GTC), "KONECTA" shall mean solely and exclusively the specific legal entity of the Group issuing the relevant Purchase Order. Under no circumstances may it be understood that there is joint and several liability

between the various subsidiaries of the Group, unless there is an express corporate guarantee in writing. For the purposes of notifications, invoicing and jurisdiction, the domicile of KONECTA shall be that of such issuing entity.

1.9. LAPD: shall refer to the locally applicable data protection law.

1.10. Offer: the document drawn up and submitted by those interested in contracting with KONECTA containing the economic, technical and legal conditions that will be evaluated by KONECTA for acceptance.

1.11. Parties: the Supplier and KONECTA together.

1.12. Purchase Order: Official document issued through KONECTA's approved purchasing system or portal by means of which the Supplier is required to deliver certain goods or provide services. The Purchase Order shall specify, as a minimum, the scope, quantities, price, delivery terms and, where applicable, the applicable Special Conditions. The PO number is a prerequisite for the commencement of the work and the issuing of the invoice.

1.13. Warranty Period: The period during which the Supplier guarantees, at its own expense, that the goods, equipment or software developments supplied and the services provided are of first quality, free from defects (in design, materials or workmanship), comply strictly with the specifications and Service Level Agreements (SLA), and are fully fit for their intended purpose. Unless the Order specifies a longer period, this period shall be twenty-four (24) months for goods and equipment (computed from the signature of the Acceptance Deed) and twelve (12) months for services and software (computed from their completion or putting into production).

1.14. Price: consideration agreed for the acquisition of the products or equipment, and/or execution of the work, and/or provision of the services.

1.15. Supplier: the natural or legal person with an Offer validly accepted by KONECTA, who assumes all rights and obligations vis-à-vis KONECTA deriving from the Contract or from these GTC.

1.16. SLA (Service Level Agreement): Set of metrics, quality indicators and technical or operational performance parameters defined in the Order, Specific Contract or its annexes, which the Supplier is obliged to strictly comply with during the provision of the services.

1.17. Tax: Any tax, fee, contribution, duty or other levy in general established by the competent Authority under the corresponding legal provision, which affects the execution of the object of the Contract in accordance with the regulations in force.

2. SCOPE OF APPLICATION AND PRIORITY

2.1. These GTC regulate the commercial relations relating to the purchase of materials, equipment, works and/or services between KONECTA and the Supplier. They shall be applicable to all Orders, Contracts and offers, forming an integral and binding part of the commercial relationship, even in the absence of a signed framework contract. The Supplier shall be deemed to accept these GTC in full and without reservation by the mere fact of: (i) confirming an Order; (ii) commencing performance of the services or delivery of goods; or (iii) invoicing KONECTA, whichever occurs first.

2.2. The Supplier acknowledges that these GTC prevail over any general terms and conditions of sale, footnotes on invoices, delivery notes or quotations of the Supplier. Such terms and conditions of the Supplier shall be deemed not to be binding on KONECTA in any way, unless there is an express acceptance, in writing and signed by a legal proxy of KONECTA, which specifically derogates from a clause of these GTC. The mere receipt of goods or payment of invoices shall not imply acceptance of the Supplier's terms and conditions.

2.3. In the event of discrepancy, contradiction or ambiguity between the documents that make up the contractual relationship, the order of priority for interpretation shall be as follows (from highest to lowest prevalence):

2.3.1. Data Processor Agreement (DPA), which shall prevail exclusively with regard to the processing of personal data and privacy.

2.3.2. Specific Contract or Framework Agreement, signed by both parties.

2.3.3. Purchase Order (PO), including the particular conditions indicated on the front of the PO.

2.3.4. These General Terms and Conditions of Contract (GTC).

2.3.5. Supplier Code of Ethics and Corporate Policies.

2.3.6. The Supplier's Offer, only insofar as it does not contradict the above documents and has been accepted by KONECTA.

3. FORMALISATION AND MODIFICATIONS

3.1. Any modification, amendment, novation, or alteration of the terms of the Contract, of the Orders, or of these GTC shall only be valid and binding if it is formalized in writing (by means of an Addendum, Annex, or new Order) and signed by the legal representatives or proxies with sufficient powers of both Parties.

3.2. The Parties expressly agree that verbal negotiations, oral instructions, or informal e-mail exchanges that do not amount to a signed contractual document shall have no value in modifying the essential obligations of the Contract (especially price, scope, liability and deadlines).

3.3. The Supplier acknowledges and agrees that KONECTA's technical, operational or project management personnel have no authority to change the economic or legal conditions of the Contract. Any additional work or change of scope carried out by the Supplier following instructions from unauthorized personnel, without the corresponding contractual regularization by the Purchasing or Legal department, shall be at the risk and expense of the Supplier, and KONECTA shall not be obliged to pay for it.

4. ORDERS

4.1. KONECTA will send the Orders to the Supplier by e-mail or through the approved purchasing portal. The Order shall be understood to be fully accepted by the Supplier when any of the following circumstances occur: a) Written confirmation from the Supplier; or b) Commencement of the performance of the services or delivery of the goods by the Supplier; or c) Forty-eight (48) hours have elapsed since its dispatch without the Supplier having expressed its

rejection or disagreement in writing. Acceptance of the Order implies unconditional adherence to GTC, and the Supplier waives the right to apply its own terms and conditions of sale.

4.2. The PO number is a prerequisite for the commencement of any work and for subsequent invoicing. The Supplier shall not commence any service or deliver any goods unless it has first received the corresponding official PO issued by the KONECTA system. Any work carried out without a prior Order shall be considered a liberality of the Supplier and KONECTA shall not be obliged to pay for it, except in the case of subsequent express and written regularization.

4.3. Any change in the scope, price, quantity or specifications of an Order already issued shall require the issuance of a Modified Order or a formal review of the same by KONECTA. Modifications agreed verbally or by informal e-mails that are not reflected in KONECTA's purchasing system are not valid.

4.4. KONECTA may cancel or suspend an Order in whole or in part, without penalty, by notifying the Supplier in writing before: (i) the date of dispatch of the goods; or (ii) the actual commencement of the provision of the services. If the Supplier has already incurred direct and demonstrable costs (non-reusable materials or non-reassignable personnel costs) before the cancellation notification, KONECTA will reimburse these costs after documentary justification and audit, without any loss of profit being paid in any case.

5. PRICES AND ECONOMIC CONDITIONS

5.1. The prices indicated in the Order or Contract are fixed, closed, and non-revisable during the term of the same. The prices are understood to be in the currency stated in the Order and do not include Value Added Tax (VAT) or any other equivalent indirect tax applicable locally, which shall be broken down in the invoice at the legal rate in force.

5.2. Unless expressly specified otherwise in the Order, the price includes all direct and indirect costs necessary for the perfect execution of the object of the contract. By way of example:

5.2.1. Operating costs: Labour, social charges, materials, software licences, depreciation and industrial profit.

5.2.2. Logistics (Goods): For the supply of goods, prices are understood to be DDP (Delivered Duty Paid, Incoterms 2020 ITC) at the premises designated by KONECTA. This includes packaging, labelling, transport, insurance of goods and any customs duties or import taxes until delivery at destination.

5.2.3. Retentions: Any fees or charges necessary for the provision of the service.

5.3. The Supplier assumes the full risk of inflation and cost fluctuations. Consequently, and unless expressly agreed otherwise in the Specific Contract, prices shall not be subject to revision or updating due to variations in the Consumer Price Index (CPI) or local inflation indices, or increases in the costs of raw materials, energy or fuel or increases in salary or social security costs (even if they derive from changes in collective bargaining agreements or legal regulations) or due to variations in currency exchange rates.

5.4. The Supplier guarantees that the prices offered to KONECTA are the most competitive prices it offers to any customer for goods or services of similar characteristics and volume. If during the term of the Contract the Supplier offers better conditions to a third party, it shall immediately apply them to KONECTA with retroactive effect.

6. INVOICING, TAXES AND PAYMENT CONDITIONS

6.1. Invoicing. The Supplier shall issue a valid invoice for each Order (unless KONECTA expressly authorises cumulative or milestone invoicing). In order to be accepted, all invoices must comply, in addition to the local tax requirements, with the following conditions:

6.1.1. It is essential to include the Purchase Order (PO) number or the Contract reference assigned by KONECTA. Invoices without this number will not be processed.

6.1.2. Detailed description of the goods or services, quantities, unit and total prices that match the PO, as well as a breakdown of indirect

taxes (VAT, IGV, VAT, etc.) and applicable deductions.

6.1.3. The invoice may only be issued once the goods have been delivered or the service has been provided to the full satisfaction of KONECTA (Acceptance Certificate or signed delivery note). Advance invoicing is prohibited unless otherwise agreed in writing.

6.1.4. The method of issue and dispatch shall be in accordance with the law of the country of the receiving KONECTA entity.

6.1.5. In those jurisdictions where it is mandatory, the Supplier shall issue the invoice through the official tax validation systems (XML, UBL, etc.) and send it to the mailbox or portal designated by KONECTA, in strict compliance with the technical requirements and deadlines of the local regulations.

6.1.6. In the absence of specific electronic invoicing regulations, invoices will be sent in PDF format (one file per invoice) through the usual channel or to the email address indicated in the Order.

6.1.7. KONECTA reserves the right to reject and return any invoice that: (i) does not comply with the legal or fiscal requirements; (ii) does not indicate the correct Order number; (iii) contains prices or quantities that do not match what was offered and accepted; or (iv) has been issued before the acceptance of the service. Effect: The return of an invoice will render the original date of receipt ineffective. The payment period shall only start to run again from the correct receipt of the rectified invoice.

6.2. Taxes and deductions. All taxes, fees and contributions derived from the execution of the Contract shall be for the exclusive account of the Supplier, except for VAT (or equivalent local indirect tax), which shall be passed on to KONECTA in accordance with the regulations in force. The agreed prices are understood to be gross. If, in accordance with the tax legislation of KONECTA's country or the applicable International Treaties, KONECTA is obliged to make any withholding tax on payments, KONECTA will deduct this amount from the invoice and pay it to the competent Tax Authority. The Supplier expressly agrees to receive the resulting net amount and waives the right to claim

any Gross-Up or additional compensation due to such withholding taxes.

In order to apply reduced withholding rates or exemptions provided for in the Double Taxation Avoidance Agreements (DTA), the Supplier shall deliver to KONECTA, before the first payment and with each annual renewal, a valid Certificate of Tax Residence issued by its tax authority, expressly mentioning the applicable agreement. If the Supplier fails to deliver such certificate in due time and form, KONECTA shall apply the maximum withholding tax provided for in the local domestic regulations, without the Supplier being able to claim such deduction from KONECTA. KONECTA undertakes to deliver to the Supplier, at the latter's request, the certificates or official proof of the withholdings made and paid, so that the Supplier can deduct them in its own tax return (Tax Credit) in its country of origin.

6.3. Method of payment. Payment of the price shall be made by bank transfer to the Supplier's bank account indicated on the invoice, within the deadlines established in the Purchase Order or the specific Contract. In the absence of an express agreement in the Purchase Order, and provided that local mandatory legislation does not provide otherwise, payment shall be made sixty (60) days after valid receipt and registration of the invoice in KONECTA's systems.

The payment period shall commence only and exclusively from the date on which the invoice has been correctly received, validated and registered by KONECTA, provided that the goods or services have been accepted to full satisfaction. Invoices received after the 20th of the month shall be considered to have been received, for the purposes of calculation, on the 1st of the following month.

Payments shall be made in the currency stated in the Order. Unless otherwise stipulated by local law, the bank charges and commissions for the transfer shall be governed by the SHA method (shared charges: KONECTA bears its own bank charges and the Supplier bears its own bank charges).

6.4. The Supplier may not assign, transfer, pledge or sell the collection rights arising from this Agreement to third parties (banks, factoring funds,

etc.) without the prior express written consent of KONECTA. KONECTA reserves the right to refuse payment to a third party other than the Supplier if such assignment has not been authorised.

6.5. KONECTA reserves the right to deduct from any outstanding payment any amounts owed to it by the Supplier for penalties, compensation or refunds.

Without prejudice to the agreed payment deadlines, KONECTA reserves the right to block and withhold payment of any invoice if, on the due date, the Supplier has not provided the Certificates of Good Standing with the Tax Administration and Social Security (or equivalent authority in the country of execution) in force at that time. The calculation of the payment period shall be suspended from the moment in which the lack of certification is detected and shall be resumed only when the Supplier delivers the accrediting documentation requested, and the Supplier shall waive the right to claim interest for the time that this regularisation lasts.

7. DELIVERY OF GOODS AND/OR SERVICES

7.1. Delivery deadlines and completion dates are an essential condition of the Contract.

KONECTA is not obliged to take delivery of goods and/or services until they comply with the conditions and technical specifications established in the Contract.

Failure to meet the deadline shall entitle KONECTA to cancel the Contract/Order in whole or in part, without any right to compensation for the Supplier.

7.2. The receipt or payment of supplies or services does not in itself imply conformity or acceptance. KONECTA may carry out reasonable checks and, once these have been carried out, will issue a Certificate of Acceptance as a sign of conformity. All of the above is without prejudice to the Supplier's guarantee obligations established in these General Terms and Conditions of Contract.

7.3. The final acceptance of the goods and/or services included in the Contract does not exempt the Supplier from its responsibility for visible or

hidden defects, or other responsibilities applicable by law or by virtue of the Contract.

In the event of rejection by KONECTA of the goods and/or services provided for justified reasons, they shall be considered as not delivered to KONECTA.

7.4. Any expenses generated by returns that, in accordance with the above, are attributable to the Supplier, shall be borne by the Supplier, KONECTA being exempt from any related liability. In this case, the Supplier shall remove from the returned products any type of identification, distinctive, brand, trade name, logo or any other element related to KONECTA.

The Supplier shall be fully responsible for and bear the risk of any damage to the products until the products are delivered in accordance with the above. Consequently, the Supplier undertakes to have the relevant insurance policies in force to cover such risks under conditions that ensure the replacement of the products affected.

8. PENALTIES

8.1. If the Supplier fails to deliver the goods or provide the services within the deadlines agreed in the Order or the Schedule, and such delay is not attributable to Force Majeure or to causes exclusive to KONECTA, a late payment penalty will be automatically applied. Unless the Order specifies a different percentage, the penalty shall be one percent (1%) of the total value of the PO affected for each calendar day of delay. This penalty shall accrue from the first day of delay without the need for prior notice or notice of default.

8.2. For ongoing service contracts, failure to comply with the quality indicators or Service Level Agreements (SLA) defined in the Contract or Order shall accrue the "Service Credits" or specific penalties stipulated therein. In the absence of a specific agreement, any unplanned service interruption of more than four (4) hours attributable to the Supplier shall accrue a penalty equivalent to 0.5% of the monthly billing of the service for each additional hour of downtime.

8.3. The cumulative amount of the penalties for delay and for breach of SLA shall not exceed, as a whole, twenty per cent (20%) of the total price of the Order or of the annual invoicing of the

Contract, as applicable. Once this limit has been reached, KONECTA shall be entitled to terminate the Contract for material breach, without prejudice to claiming damages for the excess over this limit.

8.4. The Supplier expressly authorises KONECTA to deduct (offset) the amount of the penalties accrued from any outstanding invoices, whether from the same Order or from other Orders. If there are no outstanding balances, the Supplier shall pay the amount by transfer within fifteen (15) days of receiving the notification. The collection of these penalties does not release the Supplier from its obligation to comply with the delivery or service, nor does it limit KONECTA's right to claim additional damages if the actual economic loss exceeds the amount of the penalty (subsequent damage).

9. GUARANTEE OF GOODS AND SERVICES

9.1. The Supplier warrants that all goods delivered and services rendered:

9.1.1. Are of first quality, new (not reconditioned) and free from encumbrances, liens or third party rights.

9.1.2. Strictly comply with the technical specifications, service levels (SLAs) and functional requirements described in the Order or Contract.

9.1.3. Are free from defects in design, materials, manufacture and workmanship.

9.1.4. Are fit for their intended use and comply with all applicable legal regulations in the country of destination (including safety, labelling and approval standards).

9.2. Unless a longer period is specified in the Order or Contract, the warranty period shall be:

9.2.1. Twenty-four (24) months for goods and equipment, counted from the signature of the Act of Acceptance.

9.2.2. Twelve (12) months for services rendered and software developments, counted from their completion or putting into production. During this period, the guarantee shall cover all costs (parts, labour, transport, travel and insurance) necessary to remedy any defect. Replaced parts or goods

shall enjoy a new warranty period identical to the original from the time of delivery.

9.3. If during the warranty period any defect or non-conformity becomes apparent, KONECTA may choose, at its sole discretion, to require the Supplier to: (i) immediately repair the good or remedy the service; or (ii) replace the defective good with a new one of equal or superior characteristics; or (iii) refund the price paid (credit note), after returning the defective good.

The Supplier must implement the chosen solution within a maximum period of five (5) working days (or such shorter period as KONECTA's operational continuity may require), assuming all costs arising therefrom.

9.4. In the event of the supply of software or computer developments, the Supplier guarantees that they do not contain "logic bombs", viruses, *backdoors* or any malicious code designed to interrupt, damage or allow unauthorised access to KONECTA's systems.

9.5. If during the warranty period identical defects or defects with the same root cause are detected in more than 10% of the goods of the same Order or batch ("Epidemic Failure"), KONECTA shall be entitled to demand the replacement of the entire batch (including the units that have not yet failed) with a new batch free of such defect, or to terminate the Order with full refund of the price and claim for damages.

9.6. If the Supplier fails to fulfil its warranty obligations within the stipulated deadlines or if the urgency of the business requires it in order to avoid major damage, KONECTA may carry out the repairs itself or contract a third party to carry them out. All costs and expenses incurred by KONECTA for this reason will be re-invoiced to the Supplier (or deducted from pending payments), increased by 15% for administration costs, without this cancelling the guarantee for the rest of the supply.

10. CONFIDENTIALITY AND TRADE SECRETS

10.1. Confidential Information" shall be considered to be all technical, commercial, financial, strategic, legal or operational information supplied by KONECTA (or its customers) to the Supplier, whether in oral,

written, graphic or electronic form. This definition expressly includes, but is not limited to:

10.1.1. KONECTA's *know-how*, algorithms, data models, software, methodologies and trade secrets;

10.1.2. Any information relating to KONECTA's end customers to which the Supplier has access;

10.1.3. The economic terms and conditions of this Agreement;

10.1.4. Any personal data protected by privacy regulations.

10.2. The Supplier undertakes to maintain the strictest confidentiality with respect to the Confidential Information, adopting the same security measures it uses to protect its own critical information (and never less than a reasonable standard of care). The Supplier undertakes to:

10.2.1. Use the information solely and exclusively for the performance of the subject matter of the Contract.

10.2.2. Restrict access on a "need-to-know" basis only to those employees, collaborators or subcontractors who require access to it in order to provide the service.

10.2.3. Ensure that such personnel have signed confidentiality agreements at least as restrictive as this one.

10.2.4. Not to use the information to develop proprietary products, compete with KONECTA or train Artificial Intelligence systems (unless expressly authorised).

10.3. Confidentiality obligations shall not apply to information that Supplier can document that: a) Was in the public domain at the time of disclosure or subsequently became so without breach by Supplier. b) Was already in Supplier's lawful possession prior to receipt from KONECTA. c) It has been independently developed by the Supplier without use of KONECTA's Confidential Information. d) It must be disclosed by operation of law or requirement of a competent judicial or administrative authority (in which case it shall notify KONECTA immediately so that KONECTA may take appropriate protective measures).

10.4. Upon termination of the Contract, or at any time at KONECTA's request, the Supplier

shall, within a maximum period of five (5) working days: a) Return to KONECTA all physical documentation, media, databases and equipment delivered; b) Securely and irreversibly destroy all digital copies, temporary files and residual data held in its systems or in those of its subcontractors; and c) Deliver to KONECTA a Certificate of Destruction signed by a legal representative, certifying compliance with this obligation.

10.5. The confidentiality obligations established in this clause shall come into force from the start of negotiations and shall remain in force throughout the life of the Contract and, after its termination, indefinitely as long as the information retains its confidential or trade secret nature.

10.6. The Supplier acknowledges that failure to comply with this clause would cause irreparable damage to KONECTA, the amount of which may be difficult to estimate. Therefore, in addition to damages and penalties, KONECTA shall be entitled to seek immediate injunctive relief from any court of competent jurisdiction to stop the improper disclosure.

11. INTELLECTUAL AND INDUSTRIAL PROPERTY

11.1. Each Party shall retain exclusive ownership of the know-how, software, methodologies and Intellectual Property rights that belonged to it prior to the date of this Agreement ("Pre-existing Property"). However, if the Supplier incorporates its Pre-existing Property into deliverables or services intended for KONECTA, it grants KONECTA a non-exclusive, irrevocable, worldwide, perpetual, royalty-free licence, with the right to sub-license to other KONECTA Group companies, to use, perform, copy and modify such elements as an integral part of the services received.

11.2. Pursuant to the provisions of the Agreement, the Supplier assigns to KONECTA, on an exclusive, worldwide basis and for the entire legal duration of the rights, ownership of all Intellectual Property Rights in the results, reports, developments of software, designs, customisations, *know-how* improvements and any other work created specifically for KONECTA in performance of this Agreement ("Results"). This

assignment includes, without limitation, the rights of reproduction, distribution, public communication and transformation in any medium or support, current or future. The price of this assignment is understood to be included in the agreed price of the services. The Supplier will deliver to KONECTA, at its request and compulsorily upon termination of the contract, all the source, manual and editable codes necessary for the full exercise of these rights.

11.3. The Supplier acknowledges that the data models, algorithms, trademarks, databases and tools provided by KONECTA are the exclusive property of KONECTA. The Supplier shall only have a limited, precarious and revocable right to use them for the sole purpose of performing the Agreement. It is strictly prohibited to use KONECTA's assets to provide services to third parties or to train its own Artificial Intelligence models without express authorisation.

11.4. The Supplier warrants that the deliverables do not incorporate third party software or "*Open Source*" components subject to copyleft licences (such as GPL) that may oblige KONECTA to release its own source code or restrict its commercialisation, unless expressly authorised by KONECTA in writing.

11.5. The Supplier guarantees the originality of the delivered goods and services and ensures that their use by KONECTA does not infringe the rights of third parties. In the event of a judicial or extrajudicial claim for infringement of patents, trademarks or copyrights, the Supplier shall assume, at its sole expense, the legal defence of KONECTA and shall hold KONECTA completely harmless against any indemnity, cost, penalty or expense (including reasonable attorney's fees) arising from such claim.

12. PERSONAL DATA

12.1. The Parties undertake to comply at all times with the applicable regulations on personal data protection, the national regulations that develop it and any other applicable provisions, hereinafter referred to as LAPD.

12.2. KONECTA guarantees that the processing of the personal data of the Supplier, or of any interested party acting on behalf of the Supplier, will be carried out in accordance with the

applicable regulations and exclusively for the management and execution of the contractual relationship. The Supplier guarantees to have adequately informed its employees and collaborators in accordance with the LAPD.

12.3. In those cases in which, as a consequence of the execution of the Contract, the Supplier accesses or processes personal data on behalf of KONECTA or KONECTA's customers, such processing will be considered as processing on behalf of a third party and will be governed exclusively by the corresponding Data Processing Agreement (DPA) or Data Protection Annex, which must be formalised prior to the commencement of any processing.

12.4. The DPA shall form an integral part of the Contract and shall prevail over these GTC in the event of contradiction, and the Supplier may not initiate any processing of personal data without the DPA having been duly signed.

12.5. The Supplier acknowledges that compliance with data protection regulations constitutes an essential obligation of the Contract and that any breach may cause serious, immediate and irreparable damage to KONECTA, which reserves the right to demand the corresponding contractual and legal liabilities.

13. USE OF ARTIFICIAL INTELLIGENCE

13.1. The Supplier shall inform KONECTA, clearly, completely and in writing, prior to and throughout the term of the Contract, of any actual or planned use of systems, tools or functionalities based on artificial intelligence, including algorithmic models, machine learning systems, generative models or third-party tools (hereinafter, "AI Systems"), used directly or indirectly in the design, development, provision, operation, support, maintenance or improvement of the services.

13.2. The use of AI Systems shall require prior express authorisation from KONECTA, and their activation or modification without such authorisation is prohibited. The Supplier shall ensure that the AI Systems comply at all times with the applicable regulations, including, where applicable, the Artificial Intelligence (EU) Regulation (AI Act), data protection regulations, intellectual property, cybersecurity and any applicable technical and ethical standards.

13.3. The use of AI Systems that (i) substantially alter human behaviour through manipulative or deceptive techniques or may cause harm; (ii) exploit vulnerabilities of people based on age, disability or socio-economic status; (iii) classify people for social control purposes; or (iv) use remote biometric identification in public spaces or high-impact biometric treatments without the express authorisation of KONECTA and without the required legal framework and guarantees is expressly prohibited.

The Supplier shall not use, or allow to be used, KONECTA's data, information, content or know-how for training, retraining, adjustment, improvement, evaluation or development of its own or third party AI Systems, or for the generation of data sets or derived learning, unless prior, express and written authorisation from KONECTA, with delimitation of purpose, scope and timeframe. Furthermore, the Supplier shall not disclose, share, transmit or make accessible such data to third parties, including providers of external models, platforms, APIs or tools, without prior authorisation from KONECTA.

13.4. The Supplier shall ensure that there is effective human supervision over the AI Systems and that adequate technical and organisational measures are in place to ensure the confidentiality, integrity, availability and traceability of information, including automated and auditable logs of relevant events throughout the lifecycle of the AI System. Such records and associated technical documentation shall be available to KONECTA upon request.

The Supplier shall implement a risk management system specific to the use of AI Systems, which shall include prior and periodic identification and assessment of foreseeable risks (including risks of bias, errors, hallucinations, model drift, security, privacy and technology dependency), adoption of mitigation measures, quality controls and immediate communication to KONECTA of any relevant incidents or deviations.

13.5. The Supplier shall ensure that the AI Systems can be replaced, deactivated or withdrawn without affecting the continuity of the service or generating unjustified technical dependency, facilitating reversibility and safe migration at the end of the Contract, according to

KONECTA's instructions. Any material incident related to the use of AI Systems, including unauthorised use, security breaches, improper access, generation of critical content or relevant deviations, must be notified to KONECTA immediately and, in any case, within a maximum period of twenty-four (24) hours, indicating the impact, measures taken and remediation plan.

13.6. Failure to comply with this clause will be considered a material breach, entitling KONECTA to suspend the use of the affected AI System, to demand immediate corrective measures, to terminate the Contract in whole or in part without penalty and to claim any damages that may arise from the breach attributable to the Supplier.

14. INFORMATION SECURITY AND CYBERSECURITY

14.1. The Supplier guarantees that it has implemented and will maintain in force throughout the contractual relationship technical, organisational and legal information security measures in line with industry best practices (such as ISO/IEC 27001, NIST or SOC 2). These measures shall ensure the confidentiality, integrity, availability and resilience of the systems and information owned by KONECTA (and its customers) that the Supplier processes, stores or transmits.

14.2. Without prejudice to other applicable regulations, the Supplier is strictly obliged to:

14.2.1. Encryption, using robust encryption algorithms (KONECTA approved or international standards) for all sensitive information or personal data, both in transit (communications) and at rest (databases and backups).

14.2.2. Access Control, implementing a "Least Privilege" policy, ensuring that only authorised personnel have access to information. It should maintain an unalterable log of all accesses and revoke credentials immediately upon departure of any employee.

14.2.3. Malware protection, maintaining up-to-date anti-virus software and detection and response (EDR) tools on all devices connected to the network or used for the service.

14.2.4. Segregation, ensuring the logical or physical separation of KONECTA's data from the data of other customers of the Supplier, avoiding any risk of leakage or cross access.

14.3. Security Incident Management. Supplier shall notify KONECTA of any "Security Incident" (unauthorised access, data loss, ransomware infection, etc.) immediately and, in any case, within twenty-four (24) hours of its detection. The notification shall include: (i) nature of the incident; (ii) data affected; and (iii) containment measures taken. The Supplier shall bear all costs arising from forensic investigation, data recovery and legal notices to third parties if the incident is attributable to its lack of diligence or security measures.

14.4. KONECTA reserves the right to conduct, itself or through third party auditors, annual audits or security checks (including questionnaires and vulnerability tests) to verify compliance with this clause. The Supplier undertakes to cooperate actively by providing access to its facilities, documentation and technical personnel. If serious "Non-Conformities" are detected, the Supplier shall implement a remediation plan within 15 days, assuming the cost of a new verification audit.

14.5. The Supplier may not host KONECTA data on third-party servers (Cloud) or subcontract services involving access to information without prior security validation by KONECTA. In the event of authorised subcontracting, the Supplier shall transfer these same security obligations (Flow-down) to its subcontractors, and shall be jointly and severally liable for their non-compliance.

14.6. At the end of the service, the Supplier must destroy or return KONECTA's information using secure deletion methods (wiping) that prevent its recovery, delivering the corresponding certificate of destruction.

15. LIABILITY

15.1. The Supplier undertakes to defend, indemnify and hold KONECTA, its subsidiaries, officers and employees harmless against any claims, demands, penalties, fines or proceedings (judicial or administrative) initiated by third parties, arising from:

15.1.1. Supplier's failure to comply with its contractual obligations.

15.1.2. Any negligent or wilful act or omission of the Supplier, its personnel or its subcontractors.

15.1.3. Labour or social security claims of the Supplier's personnel.

15.1.4. Infringement of Intellectual or Industrial Property rights of third parties. The Supplier shall bear all costs and damages (including reasonable attorneys' and lawyers' fees) and shall pay any compensation to which KONECTA may be ordered to pay.

15.2. The Supplier shall be liable for all direct damages caused to KONECTA arising from the performance of the Agreement, including damage to systems, loss of data, costs of restoring the service and additional operational costs incurred by KONECTA to remedy the breach.

15.3. The liability of the Supplier shall be unlimited, without financial caps, in the following cases:

15.3.1. Fraud, fraud or gross negligence (Gross Negligence).

15.3.2. Death or personal injury.

15.3.3. Infringement of Intellectual and Industrial Property Rights.

15.3.4. Non-compliance with Personal Data Protection, Confidentiality or Cybersecurity regulations.

15.3.5. Administrative or fiscal sanctions derived from the Supplier's non-compliance.

15.4. Except in cases of fraud or fraud, the total aggregate liability of KONECTA against the Supplier for any concept derived from this Agreement shall be limited, as a maximum, to one hundred percent (100%) of the total price paid by KONECTA in the twelve (12) months prior to the claim. Any liability of KONECTA for indirect damages, consequential damages, loss of profits, loss of anticipated savings or loss of goodwill is expressly excluded, even if KONECTA has been advised of the possibility of such damages.

16. SUPPLIER WARRANTIES

16.1. When the amount or criticality of the Contract justifies it, KONECTA may require the Supplier to provide a Performance Bond to ensure the proper performance of its obligations. Unless the Order specifies another amount, the value of

the guarantee shall be ten percent (10%) of the total price of the Contract (or of the estimated annual turnover). The provision of this security shall be an essential condition for the payment of any invoice. KONECTA may withhold payments until receipt of such document.

16.2. At KONECTA's option, the guarantee may be provided by: **a)** Bank Guarantee or Surety Insurance, issued by a first class financial institution or insurer (with a minimum credit rating of "A-" by S&P or equivalent), acceptable to KONECTA. It must be joint and several,

unconditional, irrevocable and payable on first demand, with express waiver of the benefits of excusion, order and division. Payment shall be executed against simple written notice from KONECTA declaring the default, without the need to provide a court judgement or arbitration award; **b)** Corporate Guarantee: In the event that the Supplier belongs to a corporate group, KONECTA may accept a joint and several letter of guarantee issued by the parent company of the group, under the terms and conditions approved by KONECTA's financial department.

16.3. The guarantee must remain in force for the entire duration of the Contract and up to three (3) months after its completion or the signing of the Final Acceptance Certificate, in order to cover possible hidden defects or outstanding settlements. If the execution period is extended or the contract price increases, the Supplier shall be obliged to extend the validity or the amount of the guarantee in the same proportion.

16.4. KONECTA may seize or execute the guarantee, in whole or in part, in order to collect, among others, penalties for delay or non-fulfilment of unpaid SLAs, damages caused by the Supplier, costs arising from subsidiary execution (hiring a third party to fix the Supplier's failure), and debit balances resulting from the liquidation of the contract.

16.5. If the financial institution issuing the guarantee should see its credit rating reduced below the required standard or become insolvent, the Supplier must replace the guarantee with a new one within a maximum period of **fifteen (15) days** (I have reduced the period of 60 days which is excessive in the event of a bank failure).

17. INSURANCE

17.1. The Supplier undertakes to take out and maintain in force, at its exclusive cost and expense, with insurance companies of recognised solvency and reputation, the insurance policies necessary to cover the risks inherent to the execution of the Contract and the responsibilities assumed in the same. The existence of these insurance policies will in no case limit the Supplier's liability to KONECTA for the insured amounts.

17.2. Unless the Particular Conditions or the Order establish higher coverage, the Supplier must have as a minimum:

17.2.1. General Civil Liability Insurance, covering bodily injury, material damage and consequential damages caused to KONECTA or third parties, including Employer's Civil Liability (accidents of its employees) and Operating Civil Liability;

17.2.2. Professional Liability Insurance for consulting, technology or BPO services, covering damages arising from negligence, errors, software failures or breach of professional obligations;

17.2.3. Cyber Risk Insurance, which will be mandatory if the Supplier accesses KONECTA systems or processes KONECTA data. It shall cover, at least, the costs of forensic investigation, data recovery, legal notices, administrative sanctions and liability to third parties for information leaks.

17.3. The Supplier undertakes to:

(i) include KONECTA as an additional insured or beneficiary to the extent of its interest; (ii) keep the policies in force for the entire term of the Agreement and, in the case of *claims-made* policies, for a period of two (2) years after the end of the Agreement (*run-off* period); and (iii) be up to date with the payment of premiums.

The Supplier shall be fully responsible for the payment of any applicable deductible or excess in the event of a claim.

17.4. Prior to the commencement of the services and with each annual renewal, the Supplier shall deliver to KONECTA the Certificates of Insurance in force. The Supplier may not cancel, reduce coverage or materially

modify the policies without the prior written consent of KONECTA and shall give at least thirty (30) days prior notice of any such change.

17.5. If the Supplier fails to deliver the certificates or pay the premiums, KONECTA shall be entitled (but not obliged) to take out the insurance or pay the premiums on behalf of the Supplier, deducting such amounts from the outstanding invoices, plus a 10% surcharge for handling costs. Alternatively, KONECTA may terminate the Contract for material breach.

18. ASSIGNMENT AND SUBCONTRACTING

18.1. In general, (i) the contractual position, (ii) the rights and obligations arising from the Contract and (iii) the collection rights or payment obligations arising from the Contract may not be assigned, either in whole or in part, in favour of a third party without the prior written consent of the other party.

18.2. However, KONECTA is authorised to assign its contractual position and all rights and obligations arising from the Contract, in whole or in part, to any of the companies of the business group to which it belongs, and shall notify this to the Supplier.

18.3. Any subcontracting of all or part of the work that is the object of the contractual relationship must have been previously agreed in writing between the parties.

18.4. In any case, the Supplier shall continue to be fully liable to KONECTA for the correct execution of all the work, including that which, with KONECTA's authorisation, is carried out by subcontractors.

18.5. The Supplier shall pay the safety costs relating to the subcontracted activities, where provided for by the applicable legislation in force, to the subcontractor without any reduction.

18.6. KONECTA shall not be liable to any subcontractor, nor to the subcontractor's personnel, for any claim arising directly or indirectly from the Contract.

18.7. In any event, KONECTA may revoke the authorisation granted to any subcontractor whose performance, in the reasonable opinion of the Customer, is deficient, or which is acquired by a competitor of KONECTA, without prejudice to any claim for compensation for the damage and/or prejudice caused. In such circumstances, the Supplier shall cease to use the services of that subcontractor for KONECTA.

19. LABOUR, TAX, SOCIAL SECURITY AND RISK PREVENTION OBLIGATIONS

19.1. The Supplier declares that it is an independent legal entity and that the personnel assigned to the execution of the Contract or Order depend solely and exclusively on it for all legal, labour and social security purposes. Consequently, there shall be no employment relationship between the Supplier's personnel (or those of its authorised subcontractors) and KONECTA. The Supplier assumes exclusive direction, management, control and disciplinary power over its personnel.

19.2. The Supplier guarantees strict and punctual compliance with all its labour, tax, social security and occupational risk prevention (health and safety at work) obligations required by the applicable legislation in force in the country or jurisdiction where the services are performed or the goods are delivered.

19.3. The Supplier shall hold KONECTA harmless against any claim, demand, sanction, fine or proceeding (judicial or administrative) derived from the total or partial breach of the obligations mentioned in the previous point. This includes, without limitation, the payment of wages, social security contributions, withholding taxes, compensation for dismissal or accident, and administrative sanctions. KONECTA may recover from the Supplier any amount it is obliged to pay for these concepts, including legal defence costs.

19.4. In order to verify compliance with the above, and without prejudice to the provisions of clause 16, the Supplier undertakes to deliver to KONECTA, with the frequency required by the latter (monthly, quarterly or by milestone), the documentation accrediting that it is up to date with the payment of its salary, tax and social security obligations (official certificates, payment receipts,

etc.). KONECTA reserves the right to withhold payment of any outstanding invoice until the Supplier provides documentary proof of such compliance.

19.5. The Supplier undertakes to comply strictly with the occupational health and safety regulations applicable to the facilities where it operates. When the Supplier's personnel access KONECTA's facilities, they must submit to the internal security, access control and business activity coordination policies communicated by KONECTA.

20. ENVIRONMENT

20.1. The Supplier undertakes to comply with and ensure compliance with all mandatory environmental regulations and will be liable to KONECTA, to the Administration and to third parties for any damage caused by him or by his employees due to non-compliance with environmental legislation in the supply, execution of the work or provision of the service.

20.2. Likewise, once the supply has been made, the work has been executed or the service has been provided, the Supplier will be responsible for the removal and management of all types of waste in the installations where the supply has been made, the work has been executed or the service has been provided, in accordance with the regulations in force.

20.3. Failure to comply with the obligations relating to the maintenance of the aforementioned installations will result in the charge for the expenses incurred plus 30% of the same being deducted from the invoice as a penalty.

21. ANTI-CORRUPTION, COMPLIANCE AND BUSINESS ETHICS

21.1. The Supplier declares that it is aware of and undertakes to comply strictly with all applicable laws and regulations regarding the prevention of corruption, bribery, money laundering and the financing of terrorism, both in the jurisdiction where the services are performed and in any other jurisdiction that may be applicable

to it by reason of its activity or that of its business group.

21.2. The Supplier warrants that neither it, nor its employees, officers, agents or subcontractors have offered, promised, delivered or authorised, nor will offer, promise, deliver or authorise, directly or indirectly, any payment, gift, handout or benefit of any nature to: a) Employees, officers or directors of KONECTA. b) Public officials or governmental authorities. c) Third parties related to the foregoing. The foregoing for the purpose of improperly influencing their decisions, obtaining or retaining business, or securing any other improper advantage in connection with this Agreement.

21.3. Adherence to the Code of Ethics and Corporate Policies. Supplier acknowledges that it is aware of, accepts and agrees to comply with KONECTA's Supplier Code of Ethics and Sustainability and Compliance Policies, which are available for permanent viewing on the corporate website (currently at <https://konecta.com/es/sobre-nosotros/sostenibilidad> or such address as may replace it in the future)¹. The Supplier acknowledges that these rules are dynamic and therefore expressly agrees to abide by the current version published on KONECTA's website at any time during the execution of the Contract. It is the Supplier's responsibility to periodically consult this address to check for possible updates.

21.4. The Supplier shall immediately notify KONECTA of any suspected or known breach of this clause through KONECTA's Whistleblowing Channel or in writing to the Compliance department. Furthermore, KONECTA reserves the right to audit, itself or through third parties, the Supplier's books, records and internal controls relating to the performance of the Contract to verify compliance with these obligations.

21.5. Failure to comply with any of the provisions of this clause shall be considered a material and irremediable breach of the Contract. In such an event, KONECTA shall be entitled to terminate the Contract and any current Order immediately (without the need for prior notice or any compensation to the Supplier), without prejudice to any legal action for damages caused and the obligation to hold KONECTA harmless against any penalty resulting from such breach.

22. RESOLUTION

22.1. Termination for just cause. Without prejudice to other causes established in the applicable law or in these General Contracting Conditions, KONECTA may terminate the provision of the Service as well as any Order immediately, by means of written notification and without the right to any compensation in favour of the Supplier, in the following cases:

22.1.1. The total or partial breach by the Supplier of any of its essential obligations, or the breach of non-essential obligations that is not remedied within fifteen (15) calendar days following written notice from KONECTA. The request or declaration of bankruptcy, liquidation, dissolution, judicial intervention or any analogous situation of insolvency of the Supplier under the applicable local legislation.

22.1.2. Failure to comply with the obligations relating to Ethics, Anti-corruption, Data Protection or Information Security established in these GTC. In these cases, the termination shall be immediate and shall not require a period of time to remedy.

22.1.3. The change in ownership or shareholding control of the Supplier without the prior consent of KONECTA, especially if control is exercised by a direct competitor of the KONECTA Group.

22.1.4. Failure to deliver, replace or extend the Financial Guarantee or the Insurances in the terms required in the corresponding clauses.

22.2. Unilateral Withdrawal. KONECTA may terminate the Contract or any Order at any time and without the need to allege just cause, giving the Supplier at least thirty (30) calendar days' notice in writing (or such shorter period as may be established in the Order). In this case, KONECTA will only pay the price corresponding to the services actually rendered or goods delivered to full satisfaction up to the effective date of the termination. The Supplier expressly waives to claim compensation for loss of profits, indirect damages, unamortised investments or loss of business opportunity arising from this early termination.

22.3. Effects of Termination. Upon termination of the Agreement for any reason, the Supplier shall immediately cease the provision of services

(except as provided in the Reversibility clause) and shall return to KONECTA, within a maximum period of five (5) days, all confidential information, documentation, equipment and materials owned by KONECTA, certifying the destruction of copies in its systems.

22.4. In the event of termination due to non-fulfilment by the Supplier, KONECTA may withhold pending payments until the damages suffered have been quantified, compensating these amounts with the sums due or with the Financial Guarantee.

23. FORCE MAJEURE

23.1. Neither Party shall be liable for the non-fulfilment of its obligations if this is due to Force Majeure (unforeseeable, unavoidable events beyond the control of the Parties, such as war, natural disasters or pandemics). Strikes affecting exclusively the Supplier's or its subcontractors' personnel, failures in its computer systems, or delays of its own suppliers shall not be considered Force Majeure. The affected Party shall notify this immediately. If the situation of Force Majeure persists for more than **thirty (30) continuous days**, KONECTA may terminate the Contract without penalty.

24. REVERSIBILITY AND TRANSITION PLAN

24.1. In order to ensure KONECTA's business continuity, in the event of termination of the Contract (including for breach), the Supplier shall be obliged, at KONECTA's request, to continue to provide the services for a transition period of up to six (6) months. During this period:

24.1.1. The same prices, service levels (SLAs) and agreed terms and conditions shall be maintained.

24.1.2. The Supplier shall cooperate actively and in good faith in the orderly transfer of information, *know-how* and operations to the new supplier appointed by KONECTA or to KONECTA's internal staff, ensuring that there are no interruptions in service.

25. MISCELLANEOUS

25.1. Conflict of interest and unfair competition. During the performance of the service, the Supplier is obliged to exclusively

respect the interests of KONECTA, ensuring that no situations arise that could lead to the existence of a conflict of interest in relation to the activities to be performed. The Supplier undertakes not to carry out, during the performance of the Service and for a period of five (5) years from its termination, directly or indirectly, by itself or through third parties, activities that constitute unfair competition or that compete with the services provided by KONECTA or with the object of the Contract, especially in relation to the customers of KONECTA to which it has access by virtue of the Contract.

The Supplier undertakes not to offer, directly or indirectly, the same and/or similar services to KONECTA's customers to which it has access by virtue of the services provided under the Contract.

In the event of breach of this clause, the Supplier shall indemnify KONECTA for all damages caused, without prejudice to any legal action that KONECTA may initiate.

The Supplier guarantees that, at the date of signature, there is no conflict of interest with KONECTA.

25.2. Non-exclusivity. KONECTA shall not be bound to the Supplier by any exclusivity agreement with respect to supplies, works or services, of whatever nature, both regular and with respect to possible additional supplies or extensions of works or services. KONECTA reserves the right to contract the same services or products with third parties or to carry them out internally.

25.3. Non-Solicitation of Personnel. During the term of the Contract and for a period of twelve (12) months after its termination, the Supplier undertakes not to recruit, solicit, hire or attempt to hire, directly or indirectly (or through interposed companies), any employee, manager or collaborator of KONECTA who has participated in the execution or supervision of the services that are the object of this Contract. In the event of non-fulfilment, the Supplier shall pay KONECTA, as a penalty clause, an amount equivalent to twelve (12) months of the gross salary of the employee improperly hired.

25.3. Notifications. Any notifications that are necessary in relation to the object of the contractual relationship must be made to the

addresses indicated in the Order, Contract or contractual document in question and, unless otherwise specifically agreed for a particular situation, by any means that accredits their receipt. Notifications made by e-mail shall be considered valid as long as they are addressed to the designated contact persons and no delivery error message is received.

25.4. No waiver of rights. The non-exercise by KONECTA of any right arising from the contractual relationship with the Supplier shall not be construed as a waiver of such right.

25.5. Partial nullity. If any clause of these GTC is declared null and void, voidable or otherwise unenforceable, the remaining clauses shall remain in full force and effect. If the invalidity is declared of a substantial matter, the Parties shall negotiate in good faith to find a lawful solution in the spirit of the contractual relationship.

25.6. Prevailing Language. These General Terms and Conditions may be formalised or translated into different languages to facilitate their local management. However, the Parties expressly agree that the English language version shall govern the contractual relationship and reflect the final will of the Parties. Accordingly, in the event of any discrepancy, inconsistency or conflict of interpretation between the English language version and any other language version (including the Spanish language version), the English language version shall prevail for all legal purposes, unless the mandatory law of the country of execution expressly prohibits such prevalence.

25.7. Electronic Signature and Digitisation. The Parties agree that this Agreement, the Orders and any other related documents may be signed by electronic signature (including platforms such as DocuSign, Adobe Sign, qualified digital certificates or click-wrap acceptance mechanisms on supplier portals). The Parties recognise the full legal validity and evidentiary effectiveness of such means and expressly waive the right to challenge the validity of the Contract on the basis of the electronic nature of the signature or the documentary support.

26. APPLICABLE LAW AND JURISDICTION

26.1. These General Terms and Conditions and the relations between the Parties shall be governed by and construed in accordance with the law of the country where the KONECTA GROUP entity issuing the corresponding Purchase Order has its registered office.

26.2. For the resolution of any dispute arising from these General Terms and Conditions of Contract, the Parties waive any other jurisdiction that may correspond to them and expressly submit to the jurisdiction of the Judges and Courts of the city where the registered office of the said KONECTA entity is located.

ANNEX I DATA PROCESSING AGREEMENT

This Data Processing Agreement (hereinafter the "DPA") is entered into between the KONECTA entities identified as Data Controllers in Annex I (hereinafter the "Data Controller") and [SUPPLIER] (hereinafter the "Supplier").

This DPA supplements KONECTA's General Terms and Conditions of Business and shall remain in force for the duration of any processing of personal data arising from the contractual relationship with the Supplier. The Controller and the Supplier may be referred to individually as the "Party" and jointly as the "Parties".

SECTION I - GENERAL PROVISIONS

Clause 1. Purpose and Scope of Application

a) The purpose of this DPA is to ensure compliance with Regulation (EU) 2016/679 of 27 April 2016 (GDPR), as well as any applicable national or local regulations on personal data protection (hereinafter referred to as the "Applicable Data Protection Laws" or "APPL").

b) The Parties agree to enter into this DPA in order to ensure compliance with the DPA in accordance with the respective roles of the Parties, which shall be determined from time to time in Annex I - Data Protection to this DPA (hereinafter the "Data Protection Annex").

c) For interpretative purposes, where pursuant to Annex I the regulated relationship is that between Processor and Sub-processor, any reference to the Processor shall be deemed to be made to the Sub-processor, and any reference to the Controller shall be deemed to be made to the Processor.

d) The Data Protection Annex may be amended or updated by mutual agreement between the Parties when a new type of processing of personal data occurs.

e) This DPA does not, by itself, regulate international transfers of personal data, which must be formalised by means of the appropriate transfer instruments required by the LAPD.

Clause 2. Interpretation

Where this DPA uses terms defined in the LAPD, such terms shall have the same meaning as set out in the LAPD.

Clause 3. Contractual hierarchy

In the event of any inconsistency between this DPA and any other agreements entered into between the Parties, this DPA shall prevail.

In the event of any inconsistency between the body of the DPA and any of its Annexes, the applicable Data Protection Annex shall prevail.

SECTION II - OBLIGATIONS OF THE PARTIES

Clause 4. Description of processing

The details of the processing operations, including the categories of personal data and the purposes of the processing, are specified in the relevant Data Protection Annex.

Any new processing will require the updating or signing of a new Schedule.

Clause 5. General obligations

a) The Supplier shall process personal data only in accordance with documented instructions from the Controller, unless otherwise required by law.

b) The Supplier shall immediately inform the Controller if the Supplier considers that any instructions are in breach of the LAPD.

c) The Supplier shall inform the Controller without undue delay of any request, investigation or binding request from a public authority relating to the personal data, unless prohibited by law.

d) The Supplier shall maintain a record of processing activities in accordance with the LAPD.

Clause 6. Purpose limitation and duration

The processing shall be strictly limited to the purposes described in the Data Protection Annex and only for the period of time set out therein.

Clause 7. Security of processing

a) The Supplier shall implement the technical and organisational measures described in the Data Protection Annex, taking into account the state of the art, the nature of the processing and the associated risks.

(b) The Supplier shall ensure that authorised personnel are subject to appropriate confidentiality obligations.

Clause 8. Special data and criminal data

Where the processing involves special categories of personal data or data relating to criminal convictions and offences, the Supplier shall apply additional restrictions and enhanced safeguards as provided for in the Data Protection Annex.

Clause 9. Documentation, Audit and Compliance

- (a) The Supplier shall be able to demonstrate compliance with this DPA.
- b) The Controller may audit compliance with the DPA, either directly or by an independent non-competing auditor, with a minimum of fifteen (15) days' notice and without unduly interfering with the Supplier's business.
- c) The costs of the audit shall be borne by the Controller, unless a level of compliance of less than 60% is detected according to previously agreed KPIs.

Clause 10. Subcontractors

- a) The Supplier shall not subcontract any processing of personal data without the prior express authorisation of the Controller.
- b) The Supplier shall impose on the Sub-processors obligations equivalent to those of this DPA.
- c) The Supplier shall remain fully liable to the Controller.
- d) A third party beneficiary clause shall be included to enable the Controller to terminate the Sub-provider's contract in the event of the Provider's disappearance or insolvency.

Clause 11. International transfers

Any international transfer shall require express authorisation and the adoption of appropriate safeguards in accordance with the LAPD. The Supplier shall not transfer outside the EEA if no effective supplementary measures can be implemented.

Clause 12. Assistance

- a) The Supplier shall notify the Controller of any request for data subjects' rights within one (1) day, without responding directly unless expressly authorised to do so.

- b) The Supplier shall assist the Controller in DPIA and prior consultations.

Clause 13. Security Breaches

The Supplier shall notify any breach of security without undue delay and, in any event, within twelve (12) hours at the latest, to the DPD email address indicated in the Annex, providing all the information required by the GDPR.

The Supplier shall not notify authorities or data subjects without the express authorisation of the Controller.

SECTION III - FINAL PROVISIONS

Clause 14. Non-performance and termination

- a) In case of non-compliance, the Controller may suspend the processing until remedied.
- b) The Controller may terminate the DPA and the service without penalty if the non-compliance persists, is serious or violates a decision of a competent authority.
- c) The Provider may terminate the DPA if the Controller insists on unlawful instructions.
- d) Upon termination of the DPA, the Supplier shall return or delete all personal data, unless legally required to retain it.

APPENDIX I - DATA PROTECTION

This Appendix I, once duly completed and signed, shall form an integral part of KONECTA's General Terms and Conditions of Contract for Suppliers and, in particular, of ANNEX I of the Data Processing Framework Agreement (DPA) signed between the Controller and [SUPPLIER] on [●], with both Parties assuming the obligations set out in the said DPA.

PROJECT IDENTIFICATION DATA

Field	Information
Name of the Project / Service	[●]
Main Contract	[GCC / Framework Contract / Order].

Field Information

Start date of processing
 Expected date of completion

1. IDENTIFICATION OF THE PARTIES

1.1. Data Controller

Field Information

Name / Company name KONECTA

Address

Country

Contact person

Position

E-mail address

KONECTA may act as Controller or Processor depending on the particular service.

1.2. Data Processor

Field Information

Name / Company name [SUPPLIER]

Address

Country

Contact person

Position

E-mail address

1.3. Deputy Data Processors (if applicable)

Name	Address	Country	Service provided	International transfer
<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No			

Yes No
 Yes No No

In case of a Processor-Sub-processor relationship, references to the Controller shall be construed as references to the Processor and references to the Processor shall be construed as references to the Sub-processor.

2. DESCRIPTION OF THE PROCESSING

2.1. Categories of data subjects

- Employees
- Employees
- Candidates
- Customers
- End-users
- Suppliers / partners
- Legal representatives
- Others: _____

2.2. Categories of personal data

a) Non-sensitive data

- Identifying data
- Contact data
- Professional data
- Basic financial data
- System usage data Systems usage data
- Other: _____

(b) Special categories of data (Art. 9 GDPR)

- Biometric data
- Health data
- Racial or ethnic origin
- Political opinions
- Religion or belief
- Sexual orientation
- Trade union membership
- Genetic data
- Other: _____

(c) Criminal data (Art. 10 GDPR)

- Criminal records
- Current judicial proceedings
- Other: _____

2.3. Nature of processing operations

- Access
- Collection
- Recording
- Structuring

- Retention
- Consultation
- Communication
- Interconnection
- Limitation
- Deletion
- Destruction
- Other: _____

2.4. Purpose of processing

Detailed and specific description of the purpose:

[Mandatory text. processing is strictly limited to this purpose].

2.5. Legal basis

- Performance of contract
- Performance of legal obligation
- Legitimate interest
- Consent
- Other: _____

2.6. Duration of processing

Phase

Duration of service

Subsequent retention period

Deletion criterion

2.7. Special conditions

- Mass treatment
- Systematic monitoring
- Use of AI technologies
- Automated decisions
- Profiling
- Others: _____

Express prohibition:

The Supplier shall not use personal data for training, improvement or development of artificial intelligence systems, algorithmic models or analytical tools, own or third party, unless expressly instructed in writing by KONECTA.

3. TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

The following measures are considered adequate and sufficient in accordance with Article 32 GDPR.

3.1. Organisational measures

- Formal designation of a Data Protection Delegate (DPD/DPO) where appropriate.
- Existence of a Privacy Office with support, compliance and supervision functions.
- Existence of an Information Security Office responsible for policies and controls.
- Mandatory and regular training in data protection and information security.
- Documented procedure for incident and security breach management.
- Access control and identity management procedure.
- Procedure for managing suppliers and subcontractors.
- Information classification policy.

3.2. Technical measures

A. Physical access control

- Access to facilities by means of personalized cards.
- Access control systems and entry register
- Video surveillance in critical areas.
- Restricted areas with strong authentication (2FA).

B. Logical and network access control

- NAC (Network Access Control) systems.
- IDS/IPS systems.
- Network segmentation.
- Separate guest WiFi network.
- Perimeter and application firewalls.

C. Endpoint security

- Hardening of equipment.
- Patching policies and updates.
- Strong user and password authentication.
- Automatic session locking.
- Antivirus and NextGen Antivirus.
- Hard disk encryption.
- Mobile device encryption.
- Role-based permissions management.
- Service-oriented architecture.
- Multi-factor authentication (2FA).
- corporate certificates

D. Communications security

- Network monitoring by means of SIEM.
- Encryption of communications.
- Encrypted gateways for remote access.
- VPN with 2FA (where applicable).
- Corporate policy for transport and storage of physical media.

E. Availability and resilience

- Anti-DDoS systems.
- Emergency generators.
- Power and communications redundancy.
- High availability of critical applications.
- Backup and restoration policies.
- Business Continuity Plan (BCP).
- Disaster Recovery Plan (DRP).

3.3. Additional measures (if applicable)

Measure	Description
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

In the absence of additional measures, it shall be understood that those described are sufficient.

4. AUTHORISED SUB-OFFICERS

Name	Country	Service	Access to data	International transfer
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Yes <input type="checkbox"/> No <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Yes <input type="checkbox"/> No <input type="checkbox"/> No

5. SECURITY BREACH NOTIFICATION

- Maximum deadline: 12 hours after the Supplier becomes aware of it.
- Mandatory channel: dpd@konecta.com
- Minimum content: nature of the breach, categories and volume of data, impact, measures taken.
- Prohibition: the Supplier shall not notify authorities or interested parties without express authorisation from KONECTA.

6. SIGNATURE

In witness whereof, the Parties have signed this Annex:

KONECTA

Nombre: _____
 Cargo: _____
 Firma: _____
 Date: _____

SUPPLIER

Nombre: _____
 Cargo: _____
 Firma: _____
 Date: _____