

PART B - GENERAL TERMS AND CONDITIONS OF CONTRACTING SERVICES

The present General terms and conditions of contracting Services (hereinafter, the “**General Conditions**” or “**PART B**”) will form part and will be applied to all of Order(s) (**PART A - SPECIFIC TERMS AND CONDITIONS FOR CONTRACTING SERVICES**), understood as the service contracting agreements, which any entity within the GHENOVA Group legally incorporated in Spain (hereinafter “**GHENOVA**” or “**CONTRACTOR**”) formalizes with another party (hereinafter “**SUBCONTRACTOR**”), except when expressly regulated in the text of each individual Order which will prevail over the ones stated in these General Conditions. The list of entities belonging to the GHENOVA Group is available on the website, under the “**SHAREHOLDER STRUCTURE**” tab. Henceforth referred to individually as a “**Party**” and collectively as the “**Parties**”.

These General Conditions shall be deemed accepted in their entirety by the SUBCONTRACTOR if, upon the Order being sent by GHENOVA or received by the SUBCONTRACTOR, no comment or objection is made within five (5) calendar days.

CLAUSE 1.- APPLICATION

The following General Conditions will apply to all Orders, with the exception of cases in which other specific terms and conditions are individually agreed with the SUBCONTRACTOR.

CLAUSE 2.- SCOPE

The scope of the performance of the Services is defined in section 1 of the relevant Order.

Any item which is not included in the Order that supposes an expansion or modification of this Order will require prior approval by GHENOVA. Without this approval, the Services cannot be initiated, and consequently, no invoicing can take place. Once approval for the Order expansion has been granted, the SUBCONTRACTOR is obliged to perform the Services referred on it.

The conditions for the expansion or modifications of the scope of the Services and the consequences affecting the price and delivery deadlines will be specified in the expansion or modification of the Order.

CLAUSE 3.- PRICE

The price mentioned in section 3 of the applicable Order is valid for the provision of all Services included in the delivery specified in the Order itself.

CLAUSE 4.- PAYMENT TERMS

Payments shall be made by GHENOVA in the currency described in the Order.

Payment will be made sixty (60) calendar days from the date of receipt of the invoice, subject to approval of the invoice itself, and accompanied by the certificate of approval of the Services provided, as well as the documents mentioned in clause 13. Upon expiration of the stipulated payment term, GHENOVA reserves the right to effect payment through the issuance of confirming. The SUBCONTRACTOR will invoice GHENOVA for the expenses associated with the confirming discount.

The payment terms and method indicated in the Order will apply if they differ from those established in the present General Conditions.

Payment Orders are exclusively processed on the 15th and 30th of each month, or on the next business day if either of those dates falls on a Saturday, Sunday, or holiday. Consequently, any payments with due dates falling between these periods will be deferred to the subsequent business day when payment Orders are processed.

CLAUSE 5.- INVOICING

The procedure for control and invoicing of a milestone is as follows:

- Upon completion of the control and invoicing milestone, the SUBCONTRACTOR shall submit the certificate to GHENOVA for approval.
- GHENOVA shall verify and approve the compliance of the approval certificate within ten (10) business days thereafter.

- Once the certification is approved, the SUBCONTRACTOR may proceed with the issuance of the corresponding invoice, attached with the approval certificate signed by GHENOVA.

In order for GHENOVA to approve a control and invoicing milestone, the SUBCONTRACTOR shall:

- Have sufficiently complied with the expected progress percentages of the project as of the date of the control and invoicing milestone.
- Have closed any documents, comments or technical matters affecting the schedule and/or contractual dates.

Invoices shall be filled in with all the required information below:

Any invoice or similar document resulting from the Order and issued by the SUBCONTRACTOR shall reference the Order number and the project reference indicated in the header of each Order. Each invoice will only make reference to one Order, but it may contain several Project References.

The invoice must include all of GHENOVA's identification data, the SUBCONTRACTOR's trade name, address, and tax identification number. Additionally, it is necessary to provide the SUBCONTRACTOR's complete bank address and bank account number.

The invoices must be sent, along with the corresponding approval certificate for the provided Services and documents referred to in Clause 13 to the email address of the representative of the Order on behalf of GHENOVA mentioned in the Order, with a copy to subcontratacion@ghenova.com.

All invoices that do not comply with the provisions in these General Conditions and Article 6 of Royal Decree 1619/2012 of November 30, 2012 will be rejected and returned to the SUBCONTRACTOR. Likewise, any invoice not accompanied by the required certificates will not be processed. In such cases, the payment deadline will be recalculated based on the date the corrected invoice and/or required certificates are received.

CLAUSE 6.- DELIVERY DEADLINES

The SUBCONTRACTOR must promptly notify GHENOVA if it becomes aware of any potential delay in the delivery within five (5) calendar days of becoming aware of such circumstances. Express written consent from GHENOVA is required for partial or extra deliveries, advanced deliveries and deliveries outside the specified hours.

The delivery deadline specified in the Order shall be binding.

If, during the performance of the Services, GHENOVA can reasonably justify that the progress does not align with the project schedule, jeopardizing the fulfillment of the Services or the delivery deadlines, GHENOVA may require the SUBCONTRACTOR to implement within seven (7) calendar days a recovery plan to make up for the delay. If, after this period, the SUBCONTRACTOR fails to implement the mentioned plan, GHENOVA may carry out the necessary acceleration measures at the cost and risk of the SUBCONTRACTOR.

CLAUSE 7.- WARRANTY

The SUBCONTRACTOR acknowledges and agrees that GHENOVA has the right, but not the obligation, to provide written comments on the documents submitted within twenty (20) calendar days from their submission. The SUBCONTRACTOR is obligated to respond in writing to all comments made by GHENOVA and to modify and resubmit the documents corrected within ten (10) calendar days following the date on which the observations are made.

Notwithstanding the application of any other clause, GHENOVA neither assumes nor owes any duty of care, nor may be held liable to the SUBCONTRACTOR for reviewing a document for any error, ambiguity, deficiency or inadequacy (including any compliance issue, inconsistency or omission).

In no event, and without affecting the enforceability of any other clause, shall any comment, lack of comment, review, action or inaction by GHENOVA be understood as an approval or acceptance of the documents or any part thereof and shall in no way affect the documents.

The SUBCONTRACTOR shall be responsible for all defects, whether obvious or not, or hidden, even if not reported within the deadline set by Spanish legislation. GHENOVA may, at its discretion, invoke its right to demand correction of the defect without incurring any additional payment.

Unless the Parties agree in writing to a different period, the statutory limitation period for liability for defects shall apply, commencing from the date of termination or expiration of the relevant Order.

In the event that, after having been duly required to do so, the SUBCONTRACTOR fails to remedy the defects within a reasonable period, GHENOVA shall be entitled to correct such defects directly or through a third party. In such case, the expenses incurred in making said corrections may be deducted from the amounts payable to the SUBCONTRACTOR. If such amounts are insufficient to cover the costs, the SUBCONTRACTOR shall be obligated to pay the difference.

CLAUSE 8. - INSURANCE POLICIES

The SUBCONTRACTOR, at its own cost, must procure and maintain in force, throughout the term of performance of the Services under the relevant Order and any renewals thereof, the insurances outlined below with reputable insurance companies acceptable to GHENOVA, with the specified amounts or its equivalent in another currency subject to prior acceptance by GHENOVA.

The SUBCONTRACTOR shall maintain in force the following insurance policies, as well as any other types of insurance required by applicable law during the entire term of performance of the Services.

(A) **Worker's compensation insurance** (or equivalent) that fully duly complies with applicable laws and established agreements with workers.

(B) **Employer's liability insurance** covering the SUBCONTRACTOR'S civil responsibility for all of claims arising from personal injury, death or occupational illness which affect its employees. The insurance policy's indemnity limit should be no less than 25 % of the value of the Order (with a sublimit per victim of €250.000) with a minimum of €1.000.000 per occurrence and annual aggregate or the limit established in the applicable law.

(C) **General liability (or third-party liability) or operational third-party liability insurance.** The policy must cover all claims against the SUBCONTRACTOR related to the Services covered by the Order, including completed Services, subsidiary liability and cross-liability. The indemnity limit of this policy should not be less than the total amount of the Order (with a sublimit per victim of €250.000) with a minimum of €1.000.000 per occurrence and annual aggregate.

(D) **Professional liability insurance.** The policy should respond to all claims against the SUBCONTRACTOR related to the professional consulting activities, errors and/or omissions, or design errors. The insurance policy's indemnity limit should not be less than the total amount of the Order (with a sublimit per victim of €250.000) with a minimum of €1.000.000 per occurrence and annual aggregate.

All of the deductibles/franchises applicable to the aforementioned policies, regardless of explicit consent by the GHENOVA, shall be at the SUBCONTRACTOR'S cost.

As of the date of signature of the Order, the SUBCONTRACTOR must submit to GHENOVA certificates of the insurance policies or other documents which prove the existence of the required insurance, specifying the terms of the insurance policies (effective dates, coverages, limits/sublimits of indemnities and main exclusions). GHENOVA's acceptance of these certificates does not constitute an exemption, release, or modification of any requested coverages. The SUBCONTRACTOR acknowledges that the failure to deliver these insurance policies certificates may result in non-payment of its invoices or termination of the current Order(s) and these General Conditions.

None of the content of this clause, nor the specified amounts in the insurance policies procured by the SUBCONTRACTOR, shall limit or reduce the responsibility of the SUBCONTRACTOR and the obligations of compensation related to the performance of the Services contracted by GHENOVA.

CLAUSE 9.- CONFIDENTIALITY AND INTELLECTUAL PROPERTY REGARDING DESIGNS, DRAWINGS AND OTHER TECHNICAL DOCUMENTS

The SUBCONTRACTOR, understood as the Recipient for the purposes of this clause, undertakes to:

(A) maintain confidentiality regarding any information originally disseminated, disclosed or communicated by GHENOVA and/or the CLIENT to the SUBCONTRACTOR related to the execution of the Services described in PART A - SPECIFIC TERMS AND CONDITIONS FOR CONTRACTING SERVICES; including, among others, Order, reports,

business plans, explanations, know-how, statistics, protocols, procedures, drawings, images or otherwise, Results, and any written, oral, or visual information (hereinafter, "**Confidential Information**");

(B) restrict access to the Confidential Information and ensure that only those individuals, employees and/or collaborators whose involvement is necessary for the execution of the Services under the Order handle such Confidential Information;

(C) not use the Confidential Information for purposes other than the one mentioned in the Order;

(D) not disclose the Confidential Information or the results of the execution of the Services to third parties without the prior written consent of GHENOVA;

(E) not make copies of the original formats that contain the Confidential Information without the prior written authorization of GHENOVA;

(F) inform all employees of the SUBCONTRACTOR involved in the execution of the Services under the corresponding Order of the confidentiality conditions set forth in this clause, ensuring their compliance with it as well as provide means for them to ensure the confidentiality of the Confidential Information;

(G) Return to GHENOVA, upon GHENOVA's request and, in any case, upon termination or expiration of the Order, both the originals and any authorized copies of the Confidential Information that have been provided by GHENOVA;

(H) Safeguard all information provided by GHENOVA, applying sufficient technical and organizational security measures to ensure the security of the information, preventing its alteration, loss, processing, or unauthorized access, in accordance with the state of technology at any given time, the nature of the information, and the potential risks to which it may be exposed. Furthermore, by signing the respective Order, it adheres to any information security policy of GHENOVA and will adapt, if necessary, its security measures in accordance with what is established in said policy.

The disclosure of Confidential Information or any other type of information by the Recipient regarding the execution of the Services or results of the Order(s) to third parties, including authorization for the publication of news, articles in journals, social media or any other type of publication, both internal or external, will require the prior written consent of the GHENOVA. Before its publication, the Recipient will submit the information intended for publication or, at least an advanced draft to the GHENOVA for review. The GHENOVA shall have ten (10) calendar days to notify the Recipient of any objections to its dissemination. If no response is received within this deadline, silence will be deemed tacit authorization for dissemination. In the event of any disclosure or loss of Confidential Information, the Recipient will immediately notify the GHENOVA.

The obligations and restrictions stipulated in this clause will remain in force and bind the Recipient during the term of the respective Order. However, the confidentiality obligations contained in these General Conditions, following the respective Order termination or expiration, for a period of ten (10) years.

The SUBCONTRACTOR acknowledges that the Confidential Information, as well as any development of the Confidential Information, procedure or technical solution applied to the Confidential Information, even if such development is a result of the SUBCONTRACTOR'S execution of the Services, are the property of GHENOVA and/or its clients.

For the purposes of the relevant Order, intellectual and industrial property rights (IPR) shall be considered as all those rights, whether registered or not, resulting from intellectual activity in the industrial, technical, scientific, literary, or artistic fields, and recognized by applicable legislation in any country. This definition includes, descriptively but not limited to, rights such as patents, utility models and their applications, integrated circuits, copyrights, software, databases, source codes, trade secrets, trademarks, names, denominations, confidential information, know-how, as well as any improvement or modification of such rights.

"Results" shall be considered as the designs, documents, drawings, software programs, source codes, data bases and specifications, as well as their analogs and copies thereof made, and any other technical or digital materials, made developed, and/or created by the SUBCONTRACTOR during the execution of the Order(s).

The designs, documents, drawings, software programs, and specifications, as well as their analogs and copies thereof, their technical knowledge, owned by each of the Parties created or developed prior to the Order signature date, are and shall remain their property, and the other Party shall have no right or interest in them except to carry out the actions under the relevant Order.

GHENOVA acquires full, irrevocable and exclusive ownership of the Results, as well as all exclusive exploitation rights thereto, worldwide and perpetually, from the moment of their creation or development, or if applicable, at the moment of their submission. This includes, but is not limited to, the following rights: the right of total or partial reproduction of the Results; the right of representation of the Results; the right of adaptation, arrangement, and transformation of all or part of the Results; the right to all types of use and to fully or partially exploit the Results; all exploitation rights granted by law to copyright holders. The price of the Order includes all potential rights that must be paid to the SUBCONTRACTOR for the acquisition of IPR, including all exploitation and usage rights over the Results.

The SUBCONTRACTOR warrants that the Results are original and do not infringe on third-party rights, and are not subject to third-party software licenses that restrict their use by GHENOVA. Furthermore, the SUBCONTRACTOR agrees not to use the Results for its own purposes or for third parties without GHENOVA'S express written authorization. The SUBCONTRACTOR shall be responsible for any claims, damages, or liabilities arising from the infringement of third-party intellectual and industrial property rights, and shall indemnify and hold harmless GHENOVA against any such liabilities.

The SUBCONTRACTOR may use the Results only during the performance of the Services and solely to fulfill the obligations arising from the Order. Upon completion of the Services, the SUBCONTRACTOR must deliver and return all Results, as well as any derivative materials, to GHENOVA in the agreed format, immediately cease any use of them, and proceed to destroy any copies or residual files, without retaining any access or rights to use, exploit, distribute, or otherwise handle the Results or derivative materials.

In the event of a breach of the obligations contained in this clause, the SUBCONTRACTOR shall indemnify GHENOVA for all damages, whether direct or indirect, including legal costs, arising from such breach. Additionally, the SUBCONTRACTOR shall incur a penalty consisting of paying GHENOVA an amount equivalent to 300% of the price of the Order for each breach of the provisions related to IPR, without prejudice to any other rights and/or legal actions that may be available to GHENOVA.

A breach of the provisions of this clause shall constitute a justified reason for the termination of the General Conditions and/or the Order. In such a case, GHENOVA may demand the automatic termination of the General Conditions and/or the Order, without prejudice to any other rights or actions it may have.

CLAUSE 10.- DATA PROTECTION

The Parties undertake to comply with the provisions of the current legislation, especially Regulation (EU) 2016/679 of 27 April 2016 (General Data Protection Regulation, GDPR) regarding the protection of natural persons with regard to the processing of personal data and the free movement of such data, and Organic Law 3/2018 of December 5, 2018 on the Protection of Personal Data and Guarantee of Digital Rights.

The processing of personal data by the SUBCONTRACTOR is limited to those directly to the proper execution of the Services specified in the Order issued by GHENOVA. The Parties, whenever necessary, will subscribe to the data processing agreement published on GHENOVA's website and drafted in accordance with the terms of Article 38 of the GDPR and Article 33 of the LOPDGGD (available [here](#)).

The personal data of the legal representatives of GHENOVA and the SUBCONTRACTOR will be included in separate files, responsibility of each of the Parties, whose purpose is the maintenance of their contractual relationships. For this purpose, it is essential that their identification data, the capacity of representation they hold, ID number or equivalent document and their signature are provided.

Likewise, the Parties guarantee to comply with the duty of information regarding their employees whose personal data is communicated between the Parties for the maintenance and fulfillment of the contractual relationship.

The legal basis that legitimizes the processing of the data of the interested parties is the necessity for the execution and performance of the Services under the Order. The data will be retained for the duration of the respective Order and, thereafter, during the periods established in the applicable regulations, depending on the type of personal data processed.

In any case, data subjects may exercise their rights of access, rectification, erasure, objection, restriction, and portability before the relevant party by sending a written communication, identifying the right being requested, to the email address dpd@ghenova.com or by sending it to the registered office address provided at the beginning of this document. If necessary, a document verifying their identity will be requested.

Regarding the personal data to which both Parties have access under the mentioned Order, the Parties mutually agree to:

- Safeguard and prevent access to data and information owned by the other Party by third parties not involved in the Order;
- Avoid alteration, loss, processing or unauthorized access to the referenced personal data;
- Ensure the appropriate level of security in accordance with data protection regulations.

By accepting these General Conditions and signing the relevant Order, the Parties declare and guarantee that the provided data is true, accurate, complete, and up-to-date. Both Parties commit to informing each other of any changes to this data, and they are solely responsible for any direct or indirect damages that may arise from the breach of this clause.

The SUBCONTRACTOR can obtain more information about the processing of personal data related to this matter through the communication channels indicated by the Parties.

Likewise, if they consider their right to the protection of personal data violated, they may file a claim with the Spanish Agency for Data Protection (www.aepd.es).

CLAUSE 11.- ENVIRONMENTAL AND QUALITY COMMITMENT

GHENOVA has implemented a quality and environmental management system based on ISO 9001 and 14001 standards.

The SUBCONTRACTOR will be subject to controls designated within the scope of the Services specified in the relevant Order, and its performance will be evaluated based on incidents generated that could result in the loss of its approval as a supplier for future Orders.

The SUBCONTRACTOR must strictly comply with current environmental legislation (European, national, regional and local) directly or indirectly affecting its activity, taking responsibility for any non-compliance when acting on behalf of GHENOVA.

Furthermore, the SUBCONTRACTOR must comply with and disseminate among its staff, both those directly and indirectly involved in the execution of the Services under the Order, GHENOVA's policies published on its website or communicated to the SUBCONTRACTOR by any means.

CLAUSE 12.- OCCUPATIONAL RISKS PREVENTION

The SUBCONTRACTOR declares that it complies with the applicable legislation on Occupational Risk Prevention (Law 31/1995, of November 8th, on Occupational Risks Prevention (hereinafter referred to as the "Law ORP"), and that it has in place a prevention plan, provides appropriate training to its workers, and possesses the necessary means to carry out its activities safely.

In cases where the GHENOVA specifically requires before the beginning of the execution of the Services object of the relevant Order, the SUBCONTRACTOR undertakes to provide the following certificates:

(A) **Certificate from the employer indicating that**, in compliance with the provisions of articles 14.2 and 22 of Law ORP, and art. 37.3 of the Royal Decree 39/1997, of January 17th, approving the Regulation of Prevention Services modified by the RD 604/06, of May 19th, **the workers listed in this document have been deemed FIT for the assigned work position**, according to the criteria of healthcare personnel competent for this purpose; and a nominal certificate stating the competence based on the initial medical

examination (in cases of recent hiring) and/or the latest periodic medical examination conducted by the specialist in occupational medicine from the occupational risk prevention service hired for health monitoring. Additionally, the SUBCONTRACTOR commits to providing the pre-placement medical examination according to art. 243 of the Royal Legislative Decree 8/2015, approving the amended version of the General Social Security Law. (B) **Nominal certificate issued by an accredited institution or company which certifying that the worker has received a basic level occupational risk prevention course** of at least 50 hours (for those who carry out a similar activity to ours). Additionally, the employer will provide evidence of having provided sufficient and appropriate theoretical and practical information and training in preventive matters in accordance with articles 18 and 19 of the Law ORP.

CLAUSE 13- FISCAL AND LABOR OBLIGATIONS COMPLIANCE

The SUBCONTRACTOR must provide the following documents on the date of signing the relevant Order, and submit them according to the indicated periodicity:

DOCUMENT	PERIODICITY
Certificate of tax compliance issued by the Tax Authorities in the country of tax residence	Upon signature of the Order and with each invoice issued
Certificate of compliance with Social Security obligations or equivalent, in the country of tax residence	
Certificate of self-employment registration (if applicable)	
Certificate of tax residency for the purposes of double taxation (if the SUBCONTRACTOR is not a tax resident in Spain)	
List of employees assigned to the execution of the Order	Monthly
RLC, RNT and proof of Social Security contributions, or their equivalents in the country of tax residence	
Bank account ownership certificate	Upon signature of the Order

The SUBCONTRACTOR shall also provide, on the date of signature of the Order, the relevant insurance policies in accordance with Clause 8 of this document.

The SUBCONTRACTOR expressly declares that it has formalized its affiliation with a Social Security mutual insurance company, in accordance with Article 83 of the Consolidated Text of the General Social Security Law (Royal Legislative Decree 8/2015, of October 30), for the purpose of covering occupational contingencies and, where applicable, any other legally required benefits.

In no event, for the purposes of the Order and the execution of the Services, shall the employees, agents, or personnel of the SUBCONTRACTOR or its subcontractors be considered as being affiliated with GHENOVA.

CLAUSE 14.- SUSPENSION OF THE ORDER

GHENOVA may suspend all or part of the Services to be performed under the Order at any time and for any reason, at its sole discretion, by providing written notice to the SUBCONTRACTOR.

Upon receipt of any suspension notice, unless otherwise specified therein, the SUBCONTRACTOR shall immediately suspend the Services as indicated in such notice, and shall preserve and maintain all Services already performed or in progress.

The SUBCONTRACTOR shall resume the performance of the Services as soon as GHENOVA so directs in writing, in accordance with the terms and conditions of the Order.

CLAUSE 15- TERMINATION OF THE ORDER

GHENOVA may terminate the ORDER due to:

(A) Low quality of the Services: in the event of repeated errors in the deliverables, the CONTRACTOR may terminate the relevant ORDER, prior assessment of the already performed Services by the SUBCONTRACTOR and the damages caused to GHENOVA.

(B) Repeated delays: in the event of unjustified and repeated delays in deliverables GHENOVA may terminate the relevant ORDER, prior

assessment of the already performed Services by the SUBCONTRACTOR and the penalties accumulated due to the delays.

(C) Force majeure: when delays by the SUBCONTRACTOR are caused by force majeure and incompatible with the Client's needs and/or GHENOVA needs, GHENOVA may terminate the ORDER prior agreed assessment of the already carried out work by the SUBCONTRACTOR. Any situation derived from the COVID-19 shall not be considered as a cause of Force Majeure.

(D) Suspension, cancellation or modification of the scope of the order by the CLIENT.

(E) Serious breach of the SUBCONTRACTOR's obligations.

(F) Without just cause, at any time, provided that the SUBCONTRACTOR is notified fifteen (15) calendar days in advance.

In any case, if either Party has any outstanding obligations to fulfill after the termination of the Order, it shall be obliged to fulfill them strictly, without this implying, under any circumstances, an extension of the term of the relationship between the Parties.

CLAUSE 16. PENALTIES

(A) Failure by the SUBCONTRACTOR to comply with the deadlines established in the Order, either due to delays in the provision of the Services or not having reached the required standards, shall entitle GHENOVA to demand from the SUBCONTRACTOR a penalty equivalent to €500 per document and for each week of delay in its delivery.

(B) The cumulative amount of such penalties specified in this clause shall not exceed ten percent (10%) of the total amount of the relevant Order. If this percentage is exceeded, GHENOVA shall be entitled to terminate the Order, withholding all pending payment invoices, once the charges for the damages caused to GHENOVA have been deducted.

GHENOVA may demand the penalties specified in this clause in addition to the penalties provided in section 11 of the Order.

The amount of penalties (both those specified in this clause and those indicated in the rest of the Order), may be paid by the SUBCONTRACTOR within fifteen (15) calendar days from GHENOVA's request for payment or satisfied by deduction from the certifications at GHENOVA's request.

The payment or deduction of such penalties shall not relieve the SUBCONTRACTOR of any of its other obligations and responsibilities arising from the General Conditions and/or form the Order.

The penalties specified in these General Conditions, and those specified in the Order are not in lieu of any relevant indemnities arising from any damages that GHENOVA may have suffered as a result of any breach by the SUBCONTRACTOR or its personnel. Without prejudice to the application of the corresponding penalties, the SUBCONTRACTOR shall assume the additional expenses caused by the breach of these clauses and all expenses incurred to minimize the consequence of this damage. In any event, the SUBCONTRACTOR shall indemnify and hold harmless GHENOVA for any damage or loss caused by any act or omission of the SUBCONTRACTOR, its employees or agents.

CLAUSE 17.- LIABILITY

The SUBCONTRACTOR shall be liable to GHENOVA for all damages that the SUBCONTRACTOR itself, or any persons for whom it is legally or contractually responsible, may cause to GHENOVA and its employees. The SUBCONTRACTOR shall indemnify and hold GHENOVA harmless against any claim, demand, action, or dispute of any nature initiated by third parties and/or arising from the performance of the Services, caused by the actions of the SUBCONTRACTOR or the aforementioned persons, including breaches of any provisions contained in the Order. For these purposes, third parties shall be understood to include any legal or natural person outside the Order, including GHENOVA's employees.

GHENOVA's liability towards the SUBCONTRACTOR arising from the Order shall be limited to 100% of the total of the relevant Order.

In any case, GHENOVA is expressly excluded from any claims for loss of profit, indirect, or consequential damages arising from the fulfilment or non-fulfilment of the relevant Order.

CLAUSE 18.- TRANSFER OR SUBCONTRACTING

The SUBCONTRACTOR may not assign or transfer, in whole or in part, the Services that are the subject of the Order to any third party without the prior written consent of GHENOVA. Similarly, the SUBCONTRACTOR may not subcontract any portion of the Services under the Order without obtaining the prior written approval of GHENOVA.

Subcontracting shall not relieve the SUBCONTRACTOR of any of its responsibilities or contractual obligations. The SUBCONTRACTOR remains fully liable to GHENOVA for the acts, errors, and omissions of its subcontractors, agents, and workers.

GHENOVA shall not be contractually liable to any subcontractor or to the personnel of any subcontractors for any claims. The SUBCONTRACTOR shall indemnify and hold GHENOVA harmless from any claims that subcontractors may make in connection with the Order. In the event of a claim by any subcontractor, GHENOVA shall be entitled to withhold from the SUBCONTRACTOR's outstanding invoices the amount claimed by the subcontractors.

Failure to comply with the obligations specified in this Clause shall entitle GHENOVA to terminate the Order.

GHENOVA may assign or transfer the benefits, rights, interests, obligations, or contractual position arising from the ORDER to any entity that is part of the same business group.

CLAUSE 19.- EFFECTIVENESS OF PROVISIONS

If any provision of these General Conditions is declared illegal, void or for any other reason unenforceable, this clause shall be deemed severable from these terms and shall not affect the validity and enforceability of the remaining provisions.

In case of doubt of conflict in the interpretation of any provisions of these General Conditions and/ or any provision of the Order, the Spanish version shall prevail.

CLAUSE 20: CLAIMS

The SUBCONTRACTOR's claims against GHENOVA shall be notified in writing within fifteen (15) calendar days after the occurrence of the incident giving rise to the claim, waiving any possible right or claim that is made after this period of time.

The lack of agreement between the Parties with respect to the claims shall be resolved as set forth in clause 22.

CLAUSE 21.- ETHICS

The SUBCONTRACTOR undertakes to:

1. Comply with applicable laws and regulations, including the protection of rights, labor conditions, safety, environment and financial obligations;
2. Promote an ethical and compliance culture, rejecting corruption, money laundering, terrorism, and supporting ethical practices;
3. Encourage behaviors based on respect, integrity, honesty, and sustainability;
4. Implement stringent measures to select and monitor the integrity of clients, suppliers and third parties;
5. Establish a compliance system to detect and prevent illicit activities, such as corruption of money laundering.

Additionally, the SUBCONTRACTOR confirms that it has read, accepts and commits to: a) Respect GHENOVA's Code of Ethical conduct, as well as GHENOVA's Suppliers' Code of Ethical Conduct, both availables on its [website](#); b) Refrain from making illegal payments or political contributions related to the contract; c) Report to GHENOVA any illicit acts related to corruption, money laundering, or similar activities. d) Identify and communicate to GHENOVA any conflict of interest during the execution of the contract.

CLAUSE 22.- LEGISLATION AND JURISDICTION

The Parties undertake to comply with these General Conditions and the relevant Order in good faith, resolving through negotiations and amicable agreements any possible discrepancy that may arise related to the application, process, fulfillment, interpretation and execution. If an amicable solution is not reached within ninety (90) calendar days from the beginning of the discrepancy, it shall be submitted to the Courts and Tribunals of Seville. The Order is submitted in its interpretation to the Spanish Legislation and subject to it, being annulled any rule of choice of jurisdiction that could refer the matter to another jurisdiction.