



Purchasing Area

General terms and conditions for purchasing products and services

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1. Definitions

- 1.1. Capitalized terms appearing in this document shall be construed as defined herein, unless otherwise defined in the particular conditions of an Order:
 - 1.1.1. The term "Terms and Conditions" will be construed as referring to the contractual conditions for the acquisition of products and/or services included in a purchase order of which they are part. The term "General terms and conditions" will be construed as the terms and conditions specified in the present document that will be attached to the purchase order. The term "Particular terms and conditions" will be construed as the terms and conditions that must be included in the overleaf of the purchase order to supplement the general terms and conditions.
 - 1.1.2. The term "Purchase Order" or simply "Order" will be construed as referring to the purchase order (generally in the standard format normally used by Indra), signed by an authorized Indra representative and, where pertinent, any additional documentation (through an annex or express reference thereto in the purchase order) and/or the documents referred to in clause 4, together with the "Terms and Conditions" and the "Indra Code of Ethics and Legal Compliance".
 - 1.1.3. The term "Indra" will be construed as the company in the Indra group that generates the Purchase Order.
 - 1.1.4. The term "Vendor", "Supplier" or "Service Provider" will be construed as the natural or legal person with whom the contract is entered into as indicated on the overleaf of the Purchase Order. The obligations, liabilities and responsibilities of the "Vendor", "Supplier" or "Service Provider" also extend to the subcontractors thereof.
 - 1.1.5. The term "Products" will be construed as referring to the deliverables, goods or items contemplated in the Purchase Order, including or related, yet not limited to software, hardware, documentation, etc.
 - 1.1.6. The term "Services" will be construed as referring to the provision of work or rendering of other services contemplated in the Purchase Order, including or related, yet not limited to software.
 - 1.1.7. The term "Software" will be construed as referring to the software and firmware elements, comprising, including or related to the Products and/or Services.
 - 1.1.8. The term "Issued Materials" will be construed yet not restricted to samples, designs, standard sheets, print copies, theories, models, profiles, tools, molds or other equipment/hardware, materials, systems, equipment, merchandise or items, or any other good that Indra supplies or issues to the Supplier for use to fulfill its obligations in accordance with the Purchase Order.
 - 1.1.9. The term "Forgeries" will be construed as referring to the copies or replacement products manufactured, sold or distributed with no right or legal authority to do so, or other products whose materials, performance, identity or characteristics have been willfully falsified by the Supplier or any other party in the Supplier's supply chain. In this regard, the term "Identity" will be construed as any information referring to, including yet restricted to the original manufacturer, registered trademark or other intellectual or industrial property, part number, date code, lot number, applied testing methods and the results thereof, conducted inspections, documentation, warranty, origin, alterations, tampering, recovery, recycling, ownership record, packaging, physical condition, prior use or rejection.
 - 1.1.10. The term "Client" will be construed as any customer, end user or third party to whom Indra could resell or transfer any right in relation to any of the Products or Services indicated in the Purchase Order (or part thereof).
 - 1.1.11. GQA: Government Quality Assurance.
 - 1.1.12. GDPR: General Data Protection Regulation. Regulation EU 2016/679 of the European Parliament of 27 April repealing Directive 95/06.
 - 1.1.13. Politically Exposed Persons (PEP): PEP is a term describing someone with public responsibility who performs or has performed top-level public duties by election, appointment or investiture either in Spain or another country from commencing the public office until the periods indicated below have elapsed. This category includes: heads of States and Governments; ministers or other members of the Government; secretaries of State or other sub-secretaries; members of parliament; judges of high judicial bodies and courts whose decisions admit no appeals save exceptional circumstances; members equivalent to the Tax or Public Ministries; high-ranking members of tax courts; members of the boards of central banks; ambassadors and business managing directors; high-ranking military personnel; members of government agencies for the

administration, management or supervision of publicly run companies; directors or vice-directors and members of the board of directors or equivalent body in an international organization. This term also extends to senior positions and MPs at autonomous community, provincial, federal or equivalent levels, and municipalities with over 50,000 inhabitants. It also includes senior management positions in labor union and business organizations or political parties.

This definition also encompasses the family members and close relations of people with the aforementioned public responsibilities. Family members are considered to be the spouse or equivalent partner in a similar stable emotional relationship, and the parents and children, spouses or persons related to the children as a result of a similar stable emotional relationship. In this regard, related persons are all natural persons with known ownership or control of an instrument or legal person jointly with a person with public responsibility, maintaining another type of close business relationships therewith, or holding ownership or control of an instrument or legal person that is known to have been constituted in benefit from the person with public responsibility.

PEP status shall persist from the commencement of the public office term until two years have elapsed from the date of termination thereof. This period shall be five years following termination of the office for members of the Board of Directors, directors or equivalent functions in international organizations. The PEP status will persist indefinitely for heads of State or Government and ministers.

Consequently, vendors will be considered to be PEP when at least one person among their partners or stockholders, members of their administrative body, duly authorized agents and/or directors is considered to be a PEP according to the definition above.

- 1.2. The provisions herein are included solely to simplify readability but should not be contemplated for the purpose of interpretation.
- 1.3. The present General Terms and Conditions will apply unless otherwise stated in the Particular Terms and Conditions of the Purchase Order. In case of discrepancy or inconsistency between the General and Particular Terms and Conditions, the latter terms and conditions will prevail.

2. Item. Reception and acceptance of the Purchase Order. Binding contract

- 2.1. The present General Purchasing Terms and Conditions were drawn up to serve as the terms and conditions governing the Purchase Orders that Indra issues to Suppliers for all matters not in conflict with any particular terms and conditions agreed with them.
- 2.2. Acceptance. The Purchase Order issued by Indra is accepted and the contractual relationship perfected between the parties in any of the following two ways:
 - 2.2.1. Expressly, when the Supplier confirms acceptance of the Purchase Order by stamping its signature/seal on it (or another equivalent written acceptance method) within a period of three (3) business days from receipt of the Purchase Order or within the period established in the Particular Terms and Conditions ("acceptance period"); or
 - 2.2.2. Tacitly, when the acceptance period has elapsed but the Supplier has not expressly rejected the Purchase Order in writing.
- 2.3. Indra will consider that the Purchase Order has been received by the Supplier when the acknowledgment of receipt is stored in the Indra email server. When the Supplier works on Indra's Supplier Portal, the acknowledgment of receipt and confirmation of acceptance will be done electronically. When Vendors do not work on Indra's Vendor Portal, the acknowledgment of receipt and confirmation of acceptance will be done in writing.
- 2.4. Once the Purchase Order has been accepted, the contractual relationship between Indra and the Supplier will be considered to be perfected and effective from the Order's date of receipt by the Supplier.
- 2.5. Acceptance of the Purchase Order is considered pure and simple, without conditions. To forestall any doubts, the contractual relationship will not include, and there shall no binding obligation for Indra on, any divergent contractual conditions mentioned by the Supplier in its written acceptance of the Purchase Order, general conditions of sale or any other document whose text is unilaterally predisposed by the Supplier, or any other communication from the Supplier before or after the acceptance of the Purchase Order, unless authorized representatives of Indra have expressly accepted them in writing. Reception of the delivered Products or Services or any possible payments settled will not constitute tacit approval or acceptance of divergent conditions indicated by the Supplier.

3. Pricing, fees and payments

- 3.1. The prices are fixed, final and non-negotiable, and include the costs of delivery and any other expense, including yet not restricted to the transportation costs, insurance and packaging unless otherwise indicated.
- 3.2. The Supplier guarantees to Indra that the price invoiced for the required Products or Services is the lowest price that it invoices to buyers of similar Products or Services for the quantities and circumstances that are similar to the ones specified in the Purchase Order.
- 3.3. The Supplier will add the value-added tax (or equivalent) to the price at the rate and in the manner stipulated by the applicable legislation.
- 3.4. Indra will assume no liability whatsoever vis-à-vis the Supplier regarding any taxes, fees, contribution or charges as a consequence of the required Products and/or Services.
- 3.5. If ordered to withhold or retain a tax or charge by virtue of the applicable laws or regulations, Indra may retain and deduct that tax or charge from the price before settling payment to the Supplier.
- 3.6. In case of a Purchase Order for an international supply that could be subject to processing of withholding at the source, the Supplier must submit a certificate of residence as per the applicable tax convention to prevent double taxation, which will be renewed subsequently if necessary.
- 3.7. Upon delivery of the Products and/or Services, the Supplier will provide Indra with an itemized invoice bearing the reference number of the Purchase Order and any other code or reference that Indra includes therein to identify the supply.
- 3.8. Unless otherwise contemplated in the Particular Terms and Conditions of the Purchase Order, the payment method will be (i) confirming or reverse factoring, with a payment deadline at sixty (60) days (for suppliers, vendors and service providers with a registered business address in Spain), or (ii) bank transfer, with a payment deadline at sixty (60) days (for all other suppliers, vendors and service providers). The payment deadline will begin when Indra receives the Supplier's invoice so long as the invoice is correct and the delivered Product or furnished Service is compliant.
- 3.9. The delivery or provision shall only be considered as completed insofar as the Supplier has fulfilled the obligation to submit documentation regarding testing and trials on materials, test records, quality control or other types of documents. Indra will have the right to deduct or retain any payment, to a reasonable degree, for defects, in which case the payment deadline term will commence after the complete rectification of any defects.
- 3.10. The execution of a payment by Indra will not mean a tacit acceptance that the supply of the Product or the provision of the Service complies with the Purchase Order.
- 3.11. Payments that may be settled before acceptance shall be construed as conditioned thereby and at the given price.
- 3.12. Indra will be entitled to deduct any amount that the Supplier owes thereto from any price.

4. Variation of the purchase orders

- 4.1. Modifications, additions or variations in the Purchase Order proposed by the Supplier will only become effective upon written confirmation from Indra.
- 4.2. Whenever there is a need to vary the requested Products and/or Services, Indra must notify the Supplier thereof, and the Supplier shall in turn have a deadline of two (2) business days to provide Indra with a written declaration regarding the way in which this variation would increase or decrease the dates, deadlines, terms or milestones, invoicing and any other information that Indra could request from the Supplier within the realms of what is reasonable. Failure to fulfill this obligation will entitle Indra to cancel the Purchase Order with no penalty or compensation whatsoever.
- 4.3. The application of any variation in the Products and/or Services will be subject to a prior written agreement between the parties. The Supplier will make no variation unless expressly indicated by Indra to do so in writing. Acceptance of delivered Products or Services or any possible payments settled will not constitute tacit approval or acceptance of the variations.
- 4.4. When a change directly affects the prices or timelines for delivery of the Products or Services, the parties must jointly agree to an equitable adjustment. Should the parties fail to reach an agreement on the adjustment amount despite their reasonable attempts to do so in good faith, Indra may terminate the Purchase Order at no additional charge or liability regarding the affected Products and Services.

5. Requirements for imports and exports, certificates of origin, special tax payment vouchers, restrictions on exports

- 5.1. The Supplier must comply with all import and export controls, customs duties, regulations on foreign trade and other requirements, and provide Indra, when requested to do so, with the pertinent compliance information or documentation.
- 5.2. The Supplier shall keep Indra duly apprised of the possible changes in the condition of the supplied materials and/or furnished services after that delivery or performance obligation has been fulfilled.
- 5.3. The Supplier must notify Indra in writing without any unjustified delay of any information or datum that Indra may require to meet regulatory foreign trade obligations in the context of exports, imports or re-exports, whether temporary or final.
- 5.4. Without restricting the overall nature of the foregoing, the Supplier must make any duly completed and signed documents available as soon as possible upon request of government agencies or customs authorities of the reception country or other applicable legislation regarding exporting and/or importing licenses. This will also apply to the relevant documents concerning special taxes.
- 5.5. In the fulfillment of their respective obligations hereunder, both parties will comply with the applicable laws, regulations and orders regarding export control and sanctions, with the amendments that may be introduced from time to time, applicable to the export and re-export of goods, computer programs and software, technology or technical data ("Articles") or related services.

The manufacture, creation, sale and/or supply of the Articles and related services (in whole or in part, including any result thereof) will only be undertaken in accordance with, and subject to, any authorization required under the applicable export regulations of the relevant countries. This may include requirements on declarations concerning end use and/or destination signed and certified by the Supplier.

In the event that such an export license is necessary, the Supplier shall provide Indra with all the information and assistance that Indra may reasonably request, for the application of the applicable export laws and regulations.

The Supplier will be responsible for securing that export license within the time frame necessary to comply with the terms established in the Order. Likewise, the Supplier may not be excused for any delay or non-compliance arising from the withdrawal or non-renewal of the license, or if securing that export license entails delays in the delivery of services and/or Articles by the Supplier.

6. Delivery, delays, marking of products, ownership and risks

Delivery

- 6.1. The Products and/or Services shall be delivered on the dates (herein referred to as the "delivery date") at the rates and in the locations specified in the Purchase Order. Delivery may be carried out directly to an Indra client when specified in the Purchase Order. Indra may reject or change the dates, rates and destination locations by reasonable advance notice thereof sent in writing.
- 6.2. Any dispatch condition quoted in relation to the delivery of the Products must comply with the latest version of the Incoterms of the International Chamber of Commerce. Unless the Particular Terms and Conditions of the Purchase Order define another delivery condition, delivery shall be DDP (delivered duty paid, at the agreed destination) according to the most recent valid version of the Incoterms® containing that term. If the particular terms and conditions do not indicate place of delivery, the Supplier must expressly ask Indra for the place in writing to be able to make the necessary logistics arrangements. Delivery to a place that has not been previously and expressly indicated by Indra will not release the Supplier from its delivery obligation, unless Indra expressly consents to such a circumstance. Likewise, Indra cannot be compelled to accept a delivery in a place that it has not previously indicated expressly in writing, for which Indra may indicate a different place of delivery, in which case the Supplier may claim no additional extra cost.

Delays

- 6.3. The moment of the delivery is an essential contractual obligation, thus failure to fulfill the delivery date specified in the Purchase Order will entail a material breach of the Purchase Order. When expecting a delay, the Supplier must inform Indra of the delivery date for the Products or Services. If only part of the Products or Services might be delivered on the delivery date, the Supplier must deliver the available Products or Services, unless Indra states otherwise. Partial deliveries will be considered to be deliveries with delay and only may be considered as completed when all the Products or Services have been delivered.
- 6.4. Notwithstanding the foregoing, if the Supplier fails to either carry out the delivery in accordance with the Purchase Order or notify Indra that it expects not to meet the delivery deadline, Indra reserves the right to cancel the Purchase Order or part thereof at no cost or liability borne whatsoever, and reserves all the rights to recover the costs and seek redress for damages incurred, including yet not restricted to the right to purchase replacement Products or Services from another vendor or hold the Supplier liable for the costs that Indra may incur to do so.
- 6.5. Notwithstanding the foregoing, should the Supplier fail to comply and is at fault for failing to comply with the agreed term for executing the Purchase Order and any additional terms that may have been agreed for the execution thereof, Indra will be entitled to apply a penalty to the Provider for the delay.
- 6.6. While the penalty is a sanctioned fine, it is not compensatory of the damages incurred to Indra caused by the delay in the execution of the Order. Application of this fine therefore does not reduce or exempt the Provider from the payment of duly proven damages caused to Indra.
- 6.7. However, if according to the legislation applicable to the order, it is not admissible to establish penalties, then any reference made to "penalty" or fine in this clause⁶ will be interpreted as quantified damages ("liquidated damages") derived from the delay, which may be claimed from the Supplier, notwithstanding Indra's right to seek further damages.
- 6.8. In accordance with the foregoing, if the term (deadline) indicated in the Order elapses, the penalties for delay calculated according to the following formula will be applied:

$$P = (C \times \frac{a}{100}) \times T$$

Where:

"P" is the amount of the penalty;

"C" is the Order Price;

"a" is the penalty coefficient, 0.5 in this case; and

"T" is time, measured by the number of days of delay on the agreed end date;

- 6.9. The maximum amount of penalties may not exceed ten percent (10%) of the Order cost in any case.
- 6.10. Indra may collect penalties directly by discounting them from the Supplier's invoices pending payment or by executing the Supplier's guarantees to Indra.

Marking, packaging and delivery documentation

- 6.11. The Supplier must ensure that all the Products bear the corresponding marking in accordance with the applicable legislation, provisions of the Purchase Order and instructions given by Indra. Unless indicated otherwise, the CE marking is mandatory.
- 6.12. Products bearing any commercial trademark, logo, sign or decorative design used or owned by Indra or its Clients (referred to as "Indra trademarks") may not be sold to any third party or used by the Supplier without the prior written consent of Indra. The Supplier must remove Indra markings from all Products that were either rejected by Indra or undelivered.
- 6.13. Products will be appropriately packaged so that they reach the delivery locations undamaged and in good condition.
- 6.14. For every shipment of products, the Supplier will provide a packing list and/or delivery note specifying the Purchase Order number, description, code (if any) and the quantity of sent products. The information included in the packing list and delivery note must be compliant with the Purchase Order.
- 6.15. For the delivery of components, assemblies or products sensitive to electrostatic discharges (ESD), the packages must have the appropriate marking.

- 6.16. When the merchandise contains batteries or explosive material with shipping restrictions, the Supplier must provide the safety files or material safety datasheets (MSDS) necessary for shipping the product depending on the safety category. In the case of chemicals, the Supplier undertakes to provide the Safety Datasheet in Spanish.
- 6.17. If the delivery contains goods classified as hazardous materials according to international legislation, the Supplier must inform Indra thereof, mark the goods and notify the carrier adequately.

Ownership and risks

- 6.18. The Supplier warrants to have sufficient proof of ownership of the Products that it sells to Indra, and also hold sufficient rights to transfer them to Indra free of any charge or encumbrance, guaranteeing Indra peaceful enjoyment and freedom of disposal.
- 6.19. Ownership of the merchandise will be transferred upon acceptance by Indra, after the pertinent Indra quality checks.
- 6.20. The transfer of the risk of loss or damage regarding the goods will be made in accordance with the corresponding provisions in the Incoterm® specified in the Purchase Order. If the Purchase Order does not specify any Incoterm®, the transfer of the risk of loss or damage to the goods will occur concomitantly with the transfer of ownership thereof.
- 6.21. The Supplier shall be informed that the supplied Products may be sold by Indra to a Client, and the Supplier shall likewise guarantee that Indra may supply them with a sufficient title of ownership.

7. Bank Guarantees

- 7.1. Whenever required by Indra in writing or stated in the particular terms and conditions of the Order, the Supplier will have fifteen (15) days after the Order is issued (or any other period agreed in the particular terms and conditions), and as a precondition for Indra to make any type of payment to the Supplier, to submit the following to Indra:
- **Performance Bond**, upon first request, for an amount equal to ten percent (10%) of the total price of the Order, and issued in the same currency as the price to be paid.
 - This Performance Bond must be issued by a bank of reputed solvency established in the place of residence of Indra, and accepted by the latter, and have a duration of at least thirty (30) days more than the total execution period foreseen in the Order. The Performance Bond must state that the issuing bank is jointly and severally liable with the Supplier
 - If the total Order execution period must be extended, the Supplier must instruct the issuing bank to take the necessary steps to consequently extend the duration of the corresponding Performance Bond to cover the execution period plus thirty (30) days.
 - Similarly, should the parties agree to amend their covenants, altering the total price of the Order, the Performance Bond must also be proportionally modified so that it is 10% of the amount of the Order.
 - Validity is not extended or the amount of the Performance Bond is not increased as indicated above, Indra will have the right to fully or partially execute the Bond before it expires.
 - At the end of its validity period, the Performance Bond will automatically become a Guarantee Deposit, which must be valid until ten (10) days after the Warranty Period expires. The guaranteed amount under the Guarantee Deposit will be only two percent (2%) of the Order price and will be automatically reduced thereto, notwithstanding the obligation of Indra to inform the issuing bank of the release of the remaining eight percent (8%) of the Performance Bond.
- 7.2. **Advance Payment Bond**, if the payment of an advance is agreed in the Order and amounts to at least ten thousand euros (€10,000), this circumstance shall entail an obligation for the Supplier to submit, as a condition prior to the payment of the advance, a first call Advance Payment Bond for an amount equal to the agreed advance and issued in the same currency as the payment.

This Advance Payment Bond must be issued by a bank of reputed solvency established in the place of Indra's domicile, accepted by Indra. Its amount, unless otherwise agreed in the particular terms and conditions affecting the Order, will be gradually reduced as the reimbursement of the agreed advance occurs. This repayment of the advance occurs upon payment of each issued invoice, and Indra deducts an amount proportional to the advance paid from the amount corresponding to the invoiced milestone. Reimbursement through advance entails an automatic reduction of the amount of the Advance Payment Bond by the same amount. Indra, at the Supplier's request, will send the necessary notifications to the bank that issued the Bond to formally reduce the amount of the Bond.

Indra will return the originals of the bonds submitted by the Supplier as soon as the advance payment has been fully reimbursed by the Supplier, as agreed.

8. Quality, compliance and guarantees

- 8.1. The Supplier warrants that, where pertinent, all the supplied Products and Services: (i) adapt to the quantities, quality levels, specifications, descriptions and other particulars included in the Purchase Order; (ii) adapt to the samples, design criteria, layouts, descriptions, requirements and specifications that Indra may provide; (iii) will be apt for the expected use, expressly and implicitly communicated to the Supplier, and will have no defects, liens, encumbrances or claims of ownership; (iv) will have been executed appropriately and enabled by qualified and experienced personnel, and adapt to the highest standards in the sector.
- 8.2. The Supplier warrants that it holds all the permits and licenses necessary to sell the Products and/or furnish the Services to Indra, and it fulfills all the laws, standards, regulations and codes of relevant practices that affect its obligations and the execution of the Purchase Order. The Supplier will secure these permits and licenses on its own behalf and expense, and provide Indra, whenever requested to do so, information or documentation relative to such compliance, and any other information or documentation required so that Indra can comply with all laws, standards, regulations and requirements applicable to the reception and use of the Products or Services.
- 8.3. The Supplier warrants that all Products are new and original, and contain neither used or reconditioned parts nor counterfeit/falsified elements.
- 8.4. Notwithstanding the rights of Indra as stipulated in the Purchase Order and pertinent legislation, the Supplier shall furnish a warranty to cover defects for the delivered Products, during the longer period of (i) the Supplier's normal warranty period or (ii) a term of two (2) years (or the duration indicated in the Purchase Order) counted from the date of the Indra reception or acceptance date (whichever is applicable). For Services, the warranty will run during the longer period of: (i) the Supplier's normal warranty period or (ii) a term of one (1) year (or the duration indicated in the Purchase Order) counted from the date of the Indra reception or acceptance date (whichever is applicable).
- 8.5. This clause will include and also apply to the possible spare parts, repaired, replacement or rectified products, or the rectification services furnished by the Supplier.
- 8.6. Failure to fulfill any of the guarantees in this clause will grant Indra the right to cancel the Purchase Order and seek redress for damages, injuries, costs and expenses (including yet not restricted to legal costs) as compensation in addition to further rights in this regard.

9. Inspection, acceptance and rejection

- 9.1. The Supplier warrants that it has inspected and tested the supplied Products and/or rendered Services so that they adapt to the specifications in the Purchase Order before delivery, and that it will provide Indra with the certificates of origin and/or testing.
- 9.2. Should the Products and/or Services fail to comply with the Purchase Order, Indra may notify the Supplier of its rejection thereof in writing within a reasonable term and, notwithstanding any further corresponding rights, Indra may, at its exclusive discretion, call on the Supplier for compliance of the Purchase Order through a rapid replacement or repair, as necessary, of the rejected Products or a correction or rectification of the rejected Services. If Indra has made no objection after one (1) year from the delivery date has elapsed, the Products or Services will be considered to be accepted.
- 9.3. Rejected Products may be returned to the Supplier, who must assume the impact and cost of the return.
- 9.4. All Services deemed to be defective or non-compliant in one of the aspects guaranteed by the Supplier will be executed again comprehensively by and at the expense of the Supplier. For urgent cases or when the Supplier fails to fulfill its obligation to repair defects, Indra will have the right to adopt the necessary measures, of which the Supplier shall bear the costs and expenses, to repair such defects itself or delegate this repair to a third party. Indra will also be entitled to adopt all the measures necessary or as advisable to prevent or reduce the damages. In any case, Indra will notify the Supplier thereof as soon as reasonably possible. The Supplier's obligations by guarantee will not be affected by such measures, unless the defects are attributable to the measures adopted by Indra or a third party.
- 9.5. Indra reserves the right, though this entails no obligation, to inspect or test the Products or Services (on its own behalf or via a third party designated by Indra or the Client) in any stage before delivery (including during the manufacturing or testing stages), albeit upon prior notification. The Supplier must grant access to the premises and facilities that Indra may request, to the extent reasonable, for the inspection.

- 9.6. The Supplier, in observance of standard ISO 9001, grants Indra, the clients of Indra and the regulatory authorities the right to access the applicable areas of all facilities and documentation at any level of the supply chain.
- 9.7. The tests or inspections conducted by Indra will not by themselves entail an acceptance of the Products and/or Services.
- 9.8. The execution of tests or inspections, and the acceptance by Indra or end user will not be considered to be a waiver to call for fulfillment of the Supplier's legal or contractual obligations.

10. Material provided by Indra

- 10.1. With a view to streamlining or enabling the execution of the Purchase Order, Indra may contribute its own materials, which the Supplier will use for this purpose, yet always following the instructions given by Indra for use and maintenance.
- 10.2. All materials provided by Indra will remain the property of Indra (even if Indra is invoiced to the Supplier in return for their use by the Supplier). Materials provided by Indra may not be given to third parties or used for any purpose other than the ones indicated in the Purchase Order.
- 10.3. The Supplier hereby undertakes to keep the Indra- provided materials in good conditions and separated from its own goods, and to identify them as property of Indra.
- 10.4. Whenever in possession of material provided by Indra, the Supplier must assume the risk of damage or loss of the material provided by Indra.
- 10.5. The Supplier shall insure materials provided by Indra against all risks of loss or damage for an amount equal to its cost of replacement, indicating the interests of Indra and appointing Indra as beneficiary in the policy.
- 10.6. Having completed its contractual obligations or whenever requested by Indra, the Supplier must return the provided materials to Indra in good condition.

11. Intellectual and industrial property rights

- 11.1. In full observance of the copyrights existing before the acceptance of the Purchase Order that could correspond to the Supplier or its licensors, in case that, as a result of the execution thereof, the Supplier creates any work susceptible to be protected by copyright or similar rights, the Supplier expressly undertakes, as part of the execution of the Purchase Order, to irrevocably assign all the rights of exploitation on the created work exclusively to Indra by the mere virtue thereof for a period of time equivalent to the legal term of protection, and for its exploitation within a global geographic scope, in any manner, by Indra (or third parties freely selected by Indra with no restriction thereupon, whether for consideration or free of charge), expressly including yet not limited to the rights to public disclosure of the work, reproduction thereof in any format, on any medium or support, distribution, modification, alteration, translation to any language, transformation, derived works based thereon and, finally, any act that may prove appropriate at Indra's sole discretion for the exploitation thereof.

Specifically, if the work resulting from the services performed by the Supplier under the Order were a computer program, the aforementioned exclusive assignment of rights to Indra will also include, yet not be restricted to the rights to perform or authorize:

- i The total or partial reproduction, even for personal use, of the computer program, by any means and in any form, whether permanent or transitory, even when such reproduction is necessary for the loading, presentation, execution, transmission or storage of the program.
- ii The translation, adaptation, arrangement or any other transformation of the computer program and the reproduction of the results of such acts.
- iii iii. Any form of public distribution, including rental, of the original computer program or its copies.

Likewise, if there is any element on which a competent official agency may grant any type of industrial property right (patent, utility model, industrial design or any other similar or equivalent institution) as part of the services contemplated in the Purchase Order executed or to be executed by the Supplier, the Supplier shall irrevocably assign, as part of the services contemplated in the Purchase Order to carry out in exchange for the price indicated in the corresponding Order, exclusively and worldwide, the right to present any industrial property right application before the competent official agency, hereby waiving any application of the same nature on behalf and/or in the interest of the Supplier and/or third parties.

Notwithstanding the foregoing, the integration or inclusion of works protected by copyrights and the elements for which the Supplier holds some sort of issued industrial property right insofar as the results produced by the execution of the Purchase Order or its use in any manner in their creation, entails the automatic and free concession to Indra of a non-exclusive right of use thereof, including the powers of transformation, manufacture, importation, development, modification, translation to any language, worldwide distribution and for a time equivalent to the duration of the protection without prejudice to the moral rights of inventors and/or authors/creators.

The assignments and concessions of rights indicated in the preceding paragraphs of this section 11.1 are made in consideration of the payment of the price agreed in the Purchase Order, with no payment requirement of any additional sum by Indra.

- 11.2. The Supplier undertakes to work together with Indra to make statements (and ensure that their employees or subcontractors also make them), conclude documents, provide information and, in general, provide the assistance as reasonably necessary so that the assignment referred to in section 11.1 above can be carried out and so that Indra can proceed, where necessary, to apply for registration of its rights in public and private registers anywhere in the world as it may deem appropriate. Likewise, and as part of the services to be performed under the Purchase Order, the Supplier shall submit all documentation, materials, designs, plans, source codes, memoirs, manuals, etc. appropriate and suitable for Indra to be able to undertake the exploitation of the results of the services contemplated in the Purchase Order in accordance with section 11.1 above.
- 11.3. The Supplier warrants that it has the rights necessary to comply with the commitments contemplated in the paragraphs above.
- 11.4. In case of full or partial subcontracting of the object of the Purchase Order, in accordance with the Order, the Supplier shall secure the necessary agreements with the possible subcontractors that will enable the Supplier to satisfy the stipulations in the above sections of this clause and the Order.
- 11.5. The Supplier expressly undertakes to declare to Indra, before use, of its intention to integrate/include any work protected under industrial/intellectual property rights into the Products or results of the Services before the supply of the Products or provision of the Services with third-party proprietors (hereinafter referred to in general as "Third-Party Technology"), expressing, where pertinent, the conditions of use through which they are governed and the possible restrictions that must be observed in their use by Indra.
- 11.6. After examining the terms and conditions of use and/or possible restrictions that the use of Third-Party Technology could entail, Indra must inform the Supplier as to whether it accepts such use or not. When use is not accepted, the Supplier must use an alternative to the considered Third-Party Technology that meets the technical requirements of the Order and is acceptable for Indra. The Supplier will have no right to claim any extra costs for having to seek an alternative to the considered Third-Party Technology.
- 11.7. Indra shall immediately notify the Supplier of any formal or informal, judicial or extrajudicial action or claim (hereinafter referred to as a "Claim") in this regard lodged against Indra on the grounds that its use of the results of the services rendered by the Supplier under the Order or used by the Supplier to execute the Order infringes the industrial or intellectual property rights of third parties. The Supplier will defend and hold Indra harmless, at its expense against such a Claim, and will pay the costs and damages finally set in a judgment, award or transactional agreement, provided that it has control of the defense and of all negotiations to reach the transactional agreement. Notwithstanding the foregoing, any transactional agreement to which the Supplier could reach with third-party claimants must be previously approved by Indra in case this agreement could somehow affect the assets, image or reputation of Indra.
- 11.8. Indra will provide reasonable assistance as requested by the Supplier for the defense against such Claims. Should the use of any or part of the results (or part thereof) obtained as a result of the services contemplated in the Order be found to infringe intellectual and/or industrial property rights of third parties, the Supplier, at the sole discretion of Indra, will endeavor at its own expense, either that Indra has the right to continue using such results, or replace or modify them in such a way that they no longer infringe any third party rights, or it will return all amounts paid by Indra for the Order.
- 11.9. During and after conclusion of the services contemplated in the Order, the Supplier shall handle all the information used and/or generated with full confidentiality, and may neither use it for any purpose other than the actual execution of the services contemplated in the Order in compliance with its own terms, nor disclose or communicate it to any third party without the prior, express and written permission to do so from Indra. Upon the conclusion of the Order, the information shall be returned to Indra or destroyed according to Indra's indications.

12. Liability and indemnity

- 12.1. The Supplier shall, at its own expense, defend, fully hold and protect Indra and its assignees, subcontractors and Clients (the "beneficiaries") harmless from any claim, liability, legal or extrajudicial action, lawsuit, demand, damage, injury, cost and/or expense (including yet not restricted to the defense costs that Indra and/or the beneficiaries may incur) (i) lodged against the beneficiaries as a result of the Supplier's failure to fulfill or execute its obligations as contemplated in the Purchase Order; and (ii) resulting from loss, death, injury or damage to people or goods caused or contributed to by the Supplier or its employees, subcontractors or agents because of negligence, action, noncompliance or omission.
- 12.2. The Supplier assumes liability for any other claim, liability, legal or extrajudicial action, lawsuit, demand, damage, injury, cost and expense (including yet not restricted to the defense costs that Indra and/or the beneficiaries may incur) incurred by Indra or the beneficiaries, and that could be attributed to an action or omission by the Supplier or its employees, subcontractors or agents, deriving from or associated with the supply of the Products or provision of Services by the Supplier, or arising in some other way because of the failure to comply with the Purchase Order.
- 12.3. Indra will have the right to deduct the aforementioned concepts (at a reasonable degree) from any amount owed to the Supplier for any concept.

13. Supply of counterfeit items

- 13.1. Given the nature of Indra's activities, it is essential to guarantee the supply of original and non-falsified goods. The Supplier must thus guarantee the supply of new, authentic and unused goods (unless otherwise the supply of used goods is agreed to in writing).
- 13.2. If a part is described within the volume of the supply of an Order by a supplier part number or with a product description, or specified by an industrial standard, the Supplier shall guarantee and take the steps to ensure that the spare parts supplied meet all the requirements of the Order.
- 13.3. The Supplier may only acquire items directly from the manufacturers of original components or their authorized distributors (i.e., franchised enterprises). Indra will not authorize items from another origin unless previously agreed to in writing and with express reference to this clause. In this case, the Supplier must provide sufficient substantiation of the traceability of the supply (for instance, documentation authenticating traceability in the supply chain of the parts to the original manufacturer), including all the measures adopted to guarantee that articles acquired in this manner are new, unused and authentic.
- 13.4. Should Forgeries or merchandise suspected of being Forgeries be supplied by virtue of the Order, or when Forgeries are detected in any of the items delivered in accordance with this document, Indra may, at its sole discretion, return the items at no charge to Indra (unpaid carriage) to the Supplier, who in turn must bear the costs to replace them (paid carriage) with items acceptable to Indra in accordance to this clause as soon as possible. Moreover, in addition to the requirement for replacement, Indra may hand them over to the authorities for investigation. The Supplier will bear all the costs in connection with the embargo, removal, replacement and any other additional costs that Indra might incur concerning the supply of goods failing to fulfill this clause.
- 13.5. Indra reserves the right to retain payment for any Order that could have included Forgeries or merchandise suspected of being Forgeries and have been returned to the Supplier or are undergoing investigation, until conclusion of the investigation, replacement of the articles or when the Supplier has settled payment of the costs that Indra has incurred.
- 13.6. The Supplier shall maintain a traceability method that guarantees supply chain traceability to the manufacturer of all items included in the Order. This method shall clearly identify the name and location of all the intermediaries in the supply chain, from the manufacturer to the direct source of each item for the Supplier, and include the base identification of the manufacturer's item such as date codes, lot codes, serial numbers and other baseline identifications.
- 13.7. In any case, the Supplier shall ensure that all documentation regarding conformity certificates, Purchase Orders or agreements, testing and inspection data, and/or the certificates from the original manufacturer's supplier or authorized agents (i.e., franchises) will be kept available for Indra during the valid period of the Purchase Order or during the period in which Indra may hold the Supplier liable for the delivered items. The Supplier shall pass on these requirements to its own supply chain for all items intended for Indra.

- 13.8. The Supplier is reminded that any willful and deliberate act intended to falsify, hide or alter a material fact or any false, fraudulent or fictitious statement or affirmation regarding the execution of the tasks constituting the Order may be sanctioned according to the pertinent laws and legislation in force.
- 13.9. The Supplier shall provide a written notification to its employees who are involved in the tasks constituting the Order before they begin the work contemplated in the Order. This notification should apprise them of the existing risk that they could be criminally charged for any forgery, concealment, fraud or false statement related to the tasks executed for the Order.
- 13.10. The Supplier shall include the following printed declaration on all its certificates of conformity initiated by the Supplier and submitted to Indra together with the items and/or the Order: "NOTE: The recording of false, fictitious, fraudulent or misleading positions or statements in this document may be considered to be a crime according to the applicable laws and legislation". The Supplier shall include this entire clause, including the above phrase, in all the contracts subject to this Order. The lack of capacity or unwillingness of a subordinate supplier to comply with this provision must be reflected in writing and immediately reported to Indra, who reserves the right to cancel the Order with no liability whatsoever for damages or costs.

14. Force majeure or acts of god

- 14.1. Neither of the parties may be required to comply with the obligations assumed under the order whose execution is impeded as a consequence of a "force majeure" or "fortuitous case" event. For the sake of greater clarity, such an event will be deemed to have occurred when it is inevitable, could not have been anticipated by the affected party, beyond the reasonable control of the affected party and effectively prevents the affected party from fulfilling its obligations even though the affected party has done everything reasonably possible to do so. Such events will include terrorist acts, wars, extreme natural phenomena, fires, explosions, epidemics or government actions. Strikes (including general strikes) will not be considered force majeure or acts of god.
- 14.2. The affected party must immediately notify the other party as soon as it has knowledge of the event and take all the steps possible within reason to preclude or minimize the effects of the event.
- 14.3. When a fortuitous event or force majeure occurs, the obligations whose fulfillment are impeded by that event will be suspended. The suspension of contractual obligations will remain effective while the force majeure or act of god exists.
- 14.4. The Supplier shall have no right to claim any surcharge to Indra arising from the incident of force majeure events and incidental cases.
- 14.5. Should the event continue during a period of time during which the Purchase Order will no longer have any utility for Indra or thirty (30) days (whichever comes first), Indra will be entitled to terminate the Purchase Order immediately by written notification, and none of the parties will have any right to seek redress vis-à-vis the other in relation to the force majeure or act of god.

15. Termination

- 15.1. Indra will have the right to suspend or cancel the Purchase Order with respect of all or part of the Products or Services at any time through written notification sent to the Supplier. In such a case, Indra will pay the price of the Products or Services delivered but not yet paid for and a fair amount for the substantiated direct costs that were reasonably incurred for finished but undelivered Products or Services. However, this amount shall not in any case exceed half the purchase price of the finished but undelivered Products or Services.
- 15.2. Notwithstanding the foregoing, before Indra receives acceptance from the Supplier, Indra may suspend, amend or cancel the Purchase Order at no cost or liability.
- 15.3. Indra will have the right to immediately cancel the Purchase Order with no liability vis-à-vis the Supplier at any time by notifying the Supplier: (i) should Indra determine in good faith that the Supplier has not fulfilled the Purchase Order but the noncompliance can be rectified, and, if so, the Supplier fails to rectify the matter within the reasonable period of time given by Indra to do so; or (ii) when, in the reasonable opinion of Indra, an adverse event has occurred that could substantially affect the Supplier's capabilities to fulfill its contractual obligations. In such cases, the Supplier shall compensate Indra for all damages and injuries incurred as a result of the cancellation of the Purchase Order.
- 15.4. Cancellation of the Purchase Order will not exempt any party of its existing obligations on or before the date of the cancellation thereof.

15.5. With a view to preclude any doubt, the termination or cancellation of the Purchase Order will not affect the valid software licenses granted to Indra or its Clients.

16. Guarantees

16.1. Indra will not grant any advance without a prior Supplier bank guarantee upon first request for an amount equal to the advance with the format defined by Indra and issued by a bank in the country of Indra's domicile, acceptable to Indra.

16.2. Indra may call on the Supplier to present guarantees (typically, in the form of first-demand bank guarantees issued by a bank in the country of Indra's domicile, acceptable to Indra, and in accordance with a format defined by Indra) to ensure the correct execution of the Purchase Order.

17. Insurance

17.1. Notwithstanding its responsibilities stipulated in the Order and without any limitation in this regard, the Supplier must bear the costs to underwrite and maintain the corresponding insurance policies for an amount sufficing to cover the risks associated with the execution of the Purchase Order. These insurance policies must be underwritten and maintained with companies of solid financial repute during the validity of the Order (including the warranty period).

17.2. The obligations of exclusion of liability will not be affected by the aforementioned insurance obligations.

18. Code of ethics

18.1. Indra considers compliance with its Code of Ethics and Legal Compliance of utmost importance, being this Code of Ethics applicable to all its suppliers, which is available on the Suppliers portal and through the following link <https://www.indracompany.com/en/indra/code-ethics-legal-compliance>

18.2. The Supplier is hereby informed and accepts to abide Code of Ethics in all its terms.

18.3. The Supplier declares to know and understand the following formative document on Ethics and Legal Compliance https://www.indracompany.com/sites/default/files/d7/Documentos/Sobre-Indra/suppliers_ethic_s_training_2021.pdf

18.4. The Supplier likewise accepts that Indra may subsequently amend this Code of Ethics and that the mere publication of its new version on the Supplier portal shall suffice as due notification thereof.

18.5. The Supplier assumes its obligation to communicate its status as a PEP whenever applicable within a term of two calendar weeks following receipt of the order, and to notify the company of any change concerning its compliance with that condition during the lifecycle of its relationship with Indra. In addition, the vendor must provide the list of people in its organization with a PEP status according to the definition included herein and specify the name, surnames, ID number, public office, start and end dates of the office and relationship with the company for each PEP. Likewise, the vendor must declare to have provided the [data protection annex](#) attached to the end of this document to every person identified as a PEP, and maintain such documents available to present to the Indra Purchasing Division upon request.

19. Occupational health and safety

19.1. The Supplier shall observe all occupational health and safety legislation applicable to the Purchase Order as per the pertinent local legislation currently in force.

19.2. When at the premises of Indra or its Clients, the Supplier must heed all written or oral instructions concerning health and safety given by Indra or its Clients.

19.3. Together with the equipment, materials or supplied goods, the Supplier agrees to send instructions in Spanish regarding their use, storage and any other elements necessary for the appropriate protection of occupational risks arising from the use and handling of the equipment or materials.

20. Environmental protection

20.1. The Supplier shall comply with all applicable environmental legislation, adopt the best preventive measures and practices, and, where necessary, correct actions that could harm environmental conservation.

20.2. The Particular Terms and Conditions of the Purchase Order may indicate specific requirements concerning environmental regulations.

20.3. The following European and national legislation on chemical substances and preparations must be met:

European Regulation (EC) No. 1907/2006 and its respective amendments on the registration, evaluation, authorization and restriction of chemicals (REACH).

In accordance with Article 33 of the REACH regulation, suppliers must provide sufficient information if any of the products supplied to Indra contain substances of very high concern (SVHC), as specified in the REACH, in a concentration above 0.1% weight by weight (w/w).

21. Confidentiality and personal data protection

Confidentiality

21.1. All information and documentation that Indra provides the Supplier within the framework of the execution of an Order will be considered confidential, in addition to any information accessed by the Supplier, in compliance with the following contractual obligations:

21.1.1. Safeguard the classified nature of the confidential information by adopting the measures necessary to prevent it from being disclosed to, or becoming known by, third parties;

21.1.2. Hold the provided or obtained documentation and information during execution of the Purchase Order in custody, guaranteeing its confidentiality, integrity and availability at all times;

21.1.3. Refrain from disclosing the confidential information without the prior written consent of Indra to do so. Furthermore, confidential information received from Indra may not be assigned, transmitted or provided in any way to any other person, including subcontractors (when subcontracting has been authorized in this Order), without prior authorization to do so;

21.1.4. Restrict access to confidential information to the employees thereof who have a need to know because of their direct involvement in the execution of the Order. Anyone to whom knowledge of the confidential information is to be provided must be informed of the prohibition regarding the publication, communication or use of any form of confidential information, in addition to having signed confidentiality agreements with the Provider compatible with this document;

21.1.5. Use confidential information for the sole purpose of execution of the Order. Under no circumstances shall the Supplier have an explicit or implicit right or license to use this confidential information in any way, which will remain in all cases the property of Indra;

21.1.6. To return, within 2 months after the end of the Order, all confidential information received, immediately destroying after the completion thereof any copy or duplicate of the confidential information that may have been made in the execution of the Order. Destruction will be certified via the corresponding written certificate signed by the Supplier's legal representative, which will be delivered to Indra;

21.2. All materials (of any nature, e.g., designs, plans, prototypes, parts, reports, etc.) and computer program code generated by the Supplier during the execution of the Order will be the exclusive property of Indra for all purposes, and the Supplier must deliver all materials carrying the information in the manner reasonably required by Indra.

21.3. If any confidential information is copied, provided, disclosed or used in a manner other than as permitted in the Order, the circumstance will be notified to the party who owns the confidential information within a maximum period of 48 hours from when it becomes known and, whenever so requested by Indra, the other party will adopt the necessary measures, including the initiation of legal actions against third parties, to correct the breach and/or, if this proves impossible, prevent more information from being copied, provided, disseminated or used without authorization.

21.4. The Supplier acknowledges that confidential information (including all types of materials in any format) to which Indra eventually gives it access by virtue of this Order (e.g., training material, diagrams, designs, plans, reports, drawings, tables, customer lists, technical information on products, software, architectures, business ideas, etc.) may constitute business secrets of Indra, third-party clients and/or Indra licensors (hereinafter, business secrets), which have an economic value (current or potential) due to their secret nature, notwithstanding any protection that may correspond to them by virtue of the applicable regulations of copyright, related rights, sui generis rights, and/or some other institution of industrial property.

- 21.5. Therefore, failure to safeguard or adopt the appropriate security measures to guarantee the non-disclosure of that information within and/or outside the Supplier's organization will be considered as a serious breach of its obligation of confidentiality in accordance with the provisions herein, and Indra is thus entitled rescind the Order unilaterally by means of a simple notification in addition to any legal actions and claims that may correspond to Indra in accordance with the legal system.
- 21.6. Indra will have the right to prescribe certain rules and protocols for the use of its business secrets, which the Supplier must follow. Before starting any work under the Order, the Supplier must comply with the most recent version of the Supplier Information Security document available through the following link: <https://www.indracompany.com/en/indra/information-security>
- 21.7. Indra will have the right to audit the effective implementation and application of specific measures aimed at the internal management and handling that the Supplier makes of Indra's business secrets, using the means that Indra reasonably deems appropriate for this purpose. The Supplier will actively collaborate in the audit to ensure that it is conducted agilely and effectively. If, as a result of the audit, Indra detects that the Supplier's measures are inadequate, or that there has been a leak of business secrets to unauthorized persons, Indra may fully rescind the Order, unilaterally, by means of a simple notification, and may also seek the corresponding legal actions and claims in accordance with the legal system.
- 21.8. The Supplier acknowledges that one of the basic and essential measures for the protection of business secrets is to limit the circulation of that information within the organization (in addition to the obvious obligation not to reveal it to third parties), and also the storage/custody of that information in systems and locations equipped with appropriate physical, organizational and logical security measures. The Supplier thus hereby assumes the following minimum commitments and any applicable to other confidential information, regarding its use and management of Indra business secrets:
- 21.8.1. Inform members of its staff who will receive business secrets of the confidential nature thereof and any other commercial or sales and operations support materials that Indra presents and/or distributes during the execution of the Order;
- 21.8.2. Design and implement security protocols and management of confidential information that comply with the measures contemplated in the most recent version of the Supplier Information Security document, suitably adapted according to the nature of the secret concerned and the medium carrying the business secrets. These protocols must be communicated to Indra, after its request, and Indra reserves the right to approve them or request their modification. Failure to comment on these protocols does not imply a favorable assessment of these protocols by Indra;
- 21.8.3. Identify in writing to the members of their staff that they will have access to Indra's business secrets, maintaining at all times an updated record of the list of members of their staff who access or who have accessed Indra's business secrets at any time. The Supplier must retain a copy of this list for a period of at least five (5) years from the end of the Order;
- 21.8.4. Share with Indra the list of members of its staff referred to in the previous point, upon request from Indra in this regard;
- 21.8.5. Only postulate for the reception of Indra's business secrets from staff with complete and total management powers, excluding persons employed by third-party subcontractors of the supplier;
- 21.8.6. Ensure that if, at any time, a member of its staff who has had access to Indra's business secrets terminates his/her employment relationship with the Supplier, that staff member has destroyed and/or returned to Indra the copies of the business secrets and the confidential information to which he/she had access;
- 21.8.7. The lawful use of business secrets is restricted to the bare minimum necessary to carry out the purpose pursued by the Order, and the Supplier or any member of its staff may not use any element of Indra's business secrets (in whole or in part) for any purpose other than that stated, or disclose it to any third party;
- 21.8.8. The Supplier undertakes that both it and the individuals involved in the project under its responsibility or for its account or benefit, will not use data, information, technical or economic aspects, formulations, production systems, conclusions, especially in the matter of creation of prediction models, etc., ensuring the same for anyone who has had access on occasion, or that are the result of the development of the asset considered, for purposes other than those described in the Order;
- 21.8.9. Likewise, the Supplier undertakes that both it and the authors and technicians involved in an Order, in case of writing or participating in the preparation of articles or doctrinal studies, of a scientific or technical nature, related to the object or content of this Order, shall secure, prior to their publication or disclosure, prior written consent of Indra and/or Indra's third-party clients to whom the confidential information and/or business secrets concern;

- 21.8.10. Accept that Indra may prevent access to the places where the Order is placed and/or business secrets to those Supplier personnel who fail to prove that they have signed the documents that Indra reasonably requires from the Supplier's personnel in order to identify the material provided (or intended to be provided) and the basic rules for handling such information;
- 21.8.11. Accept that the non-subscription by Supplier staff of documents and protocols for the management of the business secrets that Indra reasonably requires may result in the resolution of the order, without therefore inferring any Indra liability vis-a-vis the Supplier;
- 21.9. Indra will identify the business secrets that it makes available to the supplier (through the supplier staff designated for this purpose) in relation to this order, including the confidentiality mentions and/or trademarks in those materials.
- 21.10. The obligations established herein have, by their own nature, an indefinite duration (that is, as long as the information continues to be classified as Confidential and/or Business Secret), which goes beyond the duration of the service request that motivates its access by the Supplier and the present Framework Agreement.

Personal data protection

- 21.11. Pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (or any comparable local regulations that may be applicable), the Supplier and Indra declare that they have informed the representatives, agents, contact persons or other employees whose personal data is collected in the framework of this Order that their personal data contained therein (or associated documentation) and all data could be collected during the contractual relationship:
- 21.11.1. will be processed under the other party's responsibility to enter in to, execute and oversee this Agreement and compliance with the legal obligations established herein. This processing is based on the legitimate interest of the parties and on compliance with legal obligations;
- 21.11.2. may be disclosed to:
- fraud prevention agencies;
 - Courts to comply with legal requirements and for the administration of justice;
 - other third parties when necessary to enter in to, execute and oversee this Order and protect the security or integrity of their company's commercial transactions or when required by law.
- 21.11.3. they may exercise, at any time, their rights to access, rectification, erasure, opposition, portability and limitation of the processing (or any other allowed by law) by sending written notice to the attention of the data controller or data processor, to the address specified below;
- 21.11.4. the Data Processor is in charge of enforcing data protection regulations. Interested parties can contact the Data Protection Representative, whose contact details are indicated below: dpo@indra.es or by post, addressed to the Indra Privacy Office, Avenida Bruselas 35, 28108 Alcobendas (Madrid), mentioning this Order in the communication, by virtue of which Indra can access your data;
- 21.11.5. the data will be processed throughout the term of the Order and, thereafter, will be blocked by the expiry period for any applicable legal or contractual actions;
- 21.11.6. that they may file any personal data protection claim or request before the Spanish Data Protection Agency or competent national authority.
- 21.11.7. If, as a result of the conclusion or execution of this Order, the Supplier must process personal data for which Indra is the controller, the provisions of the clause 24 shall be followed.

22. Relationship between the parties

- 22.1. The Supplier shall furnish the Services and/or Products with professional autonomy, yet following the orientation or general guidelines established by Indra in the Order.
- 22.2. The Supplier undertakes to bear the employment, tax and Social Security obligations concerning its employees (and subcontractors and their employees, if any) and to hold Indra harmless from any economic damage and expenses of any nature that Indra could incur as a result of any claim lodged for employment, tax or Social Security matters concerning the Supplier's employees (and subcontractors and their employees, if any).

- 22.3. For these purposes, the Supplier undertakes to provide Indra, if it has not already done so during the certification/approval process or if requested to do so during the tracking and assessment process, when issuing the Order, the corresponding specific certificates stating to be up-to-date with the obligations insofar as Social Security and Tax Authorities.
- 22.4. Additionally, the Supplier undertakes to provide Indra with the Social Security registration forms for its personnel assigned to the Service before they commence.
- 22.5. In any case, the Supplier must call for fulfillment of the same obligations in its relationship with subcontractors and/or the subcontractor's employees.

23. Miscellaneous provisions

- 23.1. The Supplier shall neither subcontract nor assign, whether fully or in part, any right, duty or obligation contemplated in the Purchase Order, nor any right to credit for amounts that Indra owes to the Supplier by virtue of the Purchase Order unless Indra has previously granted consent to do so in writing (which may be conditioned) that has been signed by its authorized representatives. Indra may, at its sole discretion, assign or dispose of its rights and obligations contemplated in this Purchase Order, though it must notify the Supplier thereof.
- 23.2. Should a competent authority rule any of these conditions to be invalid or inapplicable, whether fully or partially, the provision shall be interpreted as necessary to eliminate the invalidity or inapplicability, and the validity of the remaining provisions shall remain unaffected.
- 23.3. Any waiver by Indra to make a claim to the Supplier for some noncompliance in the Purchase Order will not be considered a general waiver to claim for subsequent noncompliance, whether of the same or different nature, or as a referral of the enforceability of the obligation of the breach or any other related thereto. Indra's failure to exercise any rights granted thereto by virtue of the Purchase Order for any reason whatsoever will not affect its right to do so in the future.
- 23.4. The Purchase Order (and its annexes, if any) represents the entire agreement between the parties and will replace, and thus invalidate any communication, declaration or previous agreement in relation to the purpose of said Purchase Order.
- 23.5. All notifications must be made in writing, signed by the duly authorized representatives of both parties and sent to the post or email addresses indicated in the Purchase Order. They may be delivered by hand, electronically, by certified mail or fax, and will be considered notified: (i) at the moment of delivery when delivered by hand; (ii) three (3) business days after being sent when dispatched by certified mail; or (iii) on the date printed on the transmission report generated by the fax issuer's device when sent by fax; (iv) on the business day following the send date when sent by email, unless for some transmission error.
- 23.6. The General Terms and Conditions and, where pertinent, the Particular Terms and Conditions, prevail and supersede any general contract terms and conditions and/or general clauses of the Supplier as presented in its Offer, Proposal or Quote.
- 23.7. Applicable Legislation: the Purchase Order shall be governed and interpreted in accordance with the applicable legislation in the country of Indra's domicile.
- 23.8. Jurisdiction: any conflict arising from or in relation to the Purchase Order shall be subject to the exclusive jurisdiction of the competent courts corresponding to the city referred to in Indra's corporate address.
- 23.9. The Parties agree that any right to credit to the Supplier arising as a result of the present document may not be assigned to third parties without the prior and express consent of Indra.

24. Special provisions applicable to purchase orders related to services involving the processing of personal data.

If a purchase order is related to the procurement of a service that entails the processing of personal data, the following clauses will apply, supplementary to any specific agreement signed between Indra and the Supplier.

By virtue of the present Order, the Supplier in its capacity as Processor, shall process personal data on behalf of Indra (Controller) as required for the proper execution of the object of the Order.

To permit the correct execution of the data processing arising from the service procured, Indra shall provide the Supplier with all the necessary information related to the description of the Service, including its purpose and the type of processing entailed.

Obligations of the Data Processor:

- Use the personal data being processed, or that are gathered for inclusion, for the sole purpose of the service procured and in accordance with the data controller's instructions.
- Made a record of all the categories of processing activities carried out on behalf of the data controller.
- Take all the necessary measures for the type of processing concerned in accordance with article 32 "Security of processing" of Regulation (EU) 2016/679 of 27 April 2016 (GDPR). In any case, mechanisms must be implemented to:
 - i) Guarantee the permanent confidentiality, integrity, availability and resilience of systems and processing services.
 - ii) Restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.
 - iii) Verify, evaluate and assess on a regular basis the effectiveness of the technical and organizational measures implemented to guarantee the security of the processing.
 - iv) Pseudoanonymize and encrypt personal data where applicable.
- Ensure that the persons authorized to process personal data undertake, expressly and in writing, to respect confidentiality and comply with the corresponding security measures
- Ensure that the documentation confirming compliance with the obligation stated in the previous paragraph is readily available to the controller at all times. If applicable, allow periodic audits by the controller or a third party authorized by him
- Assist the data controller in enabling data subjects to exercise their rights of access, rectification, erasure and objection, restriction of processing, data portability, and not to be the object automated individual decision-making (including profiling). (hereinafter, "ARCOPS" after the Spanish acronym).
- The data processor shall notify the data controller without undue delay and in any case not later than 48 hours through any means entailing record of the notification, of any personal data breaches it is aware of concerning the data in its possession and all relevant information for the documentation and notification of the incident. This information includes the provisions under article 33 of the GDPR
- Provide support to the data controller in the preparation of impact assessments concerning data protection, and in the preparation of preliminary queries formulated to the supervisory authority
- Provide the data controller with all the necessary information to demonstrate compliance with its obligations, and also for any audits or inspections that the controller or a third party authorized by the controller may conduct
- If required by law, appoint a data protection officer and pass on their name and contact details to the data controller

The data processor is expressly forbidden from subcontracting any services that form part of this contract and entail the processing of personal data.

The data controller may require the data processor to erase or return all personal data to which it has had access to provide the service. If required by law to keep these data, this shall comply with the provisions of the applicable regulation.

25. Special requirements applicable to purchase orders related to services involving access to information, information systems or resources of Indra

If a purchase order is related to the procurement of a service that entails access to information, information systems and/or resources of Indra, this clause will apply, supplementary to any specific agreement signed between Indra and the Supplier.

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In performing its duties for Indra, the Supplier can have access to information, information systems and/or resources of Indra, in order to protect the confidentiality, integrity and availability of information and information systems. It undertakes to comply with the provisions of the Supplier Information Security document, accessible through the following link: <https://www.indracompany.com/en/indra/information-security>

26. Special provisions only applicable to purchase orders related to certain products or services, or cross-border transactions with certain countries

A. Purchase Orders related to contracts with the Spanish Ministry of Defense:

When this Purchase Order is related to a contract between Indra and the Spanish Ministry of Defense, all the requirements in the Purchase Order will be subject to an official quality control to the satisfaction of the National Quality Assurance Authority (NQAA) or authorized representative thereof, who will notify the Supplier of the activities that must be carried out.

All the requirements of this contract may be subject to Government Quality Assurance (GQA). Notification will be given of any GQA activity to be performed.

B. Purchase Orders related to dual-use materials (military/civil):

The Supplier declares to comply with all the pertinent export laws and legislation, including yet not limited to (a) local legislation applicable to the Supplier; (b) Spanish import licensing that may be required and issued as per Spanish Law 53/2007 and Royal Decree 679/2014 for controlling the foreign trade of military materials and data and information of dual use (or any other applicable or superseding law); (c) the applicable European rules and laws on exporting and/or importing (d) all the applicable rules and laws of the United States of America regulating exportation [including the International Traffic in Arms Regulations (ITAR), title 22, the Code of Federal Regulations (CFR), parts 120-130, the legislation on exports, title 15, CFR parts 730-774] and any governmental legislation applicable to exporting, re-exporting or distributing or disseminating goods by the Supplier.

C. Exclusion of conflict minerals:

The Supplier warrants that the Products that will be supplied within the scope of this Purchase Order do not include "conflict minerals", as defined in section 1502 of the Dodd–Frank Wall Street Reform and Consumer Protection Act.

The "conflict minerals" include columbite-tantalite, cassiterite, gold, wolframite or their derivatives; or any other mineral or its derivatives determined by the Secretary of State to be financing conflict in the Democratic Republic of the Congo or an adjoining country.

Adherence of the foregoing obligation may be audited by Indra.

Annex: Data protection terms and conditions for communication of politically exposed persons

By signing this document, I, _____, holder of national identity document (DNI) _____, hereby grant my express, precise and unequivocal consent to Indra Sistemas, S.A and the companies in the Indra Group to process my personal data and the personal data of my relatives as part of their campaign to ascertain the existence of Politically Exposed Persons (hereinafter referred to as "PEP").

I grant this consent in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and strictly within the framework of the relationship which my company maintains with Indra throughout the duration of the contract establishing this relationship.

Likewise, I hereby declare that I have extended these data protection terms and conditions to any of my family members whose data I have included herewith, within the framework of this campaign.

As the controllers of the file, Indra Sistemas, S.A. and the companies in the Indra Group hereby guarantee the rights of access, rectification, erasure, cancelation, opposition, limitation and portability in the terms specified in the data protection legislation, which data subjects may exercise by writing to the Purchasing Department of Indra Sistemas at Avenida de Bruselas 33-35, Alcobendas, 28108 Madrid, or by email to privacy@indra.es. The Company also undertakes to use the data exclusively for the purposes stated in this clause, and to respect their confidentiality.

In _____, on _____.

Signed

Avda. de Bruselas, 35
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Madrid, Spain
Phone +34 914 805 000

indracompany.com