

## GENERAL TERMS AND CONDITIONS GOVERNING THE CONTRACTING OF SERVICES

### 1.- SCOPE OF APPLICATION

- 1.1. The following general terms and conditions (hereinafter, the "General Terms and Conditions") apply to service agreements signed between the Supplier of the Services (hereinafter, the "Supplier") and ALPHABET ESPAÑA FLEET MANAGEMENT, S.A.U. or any company belonging to its parent's group having registered offices within Spain (hereinafter, "ALPHABET"). The Supplier and ALPHABET shall hereinafter be referred to jointly as the "Parties".
- 1.2. The engagement of services between ALPHABET and the Supplier shall be governed by the special terms and conditions agreed upon in writing between the Parties in the corresponding purchase order, and by any modifications and/or extensions thereto (hereinafter, the "Special Terms and Conditions"), and, secondarily, by these General Terms and Conditions, which must always be interpreted in accordance with the provisions of the Special Terms and Conditions. In the event of inconsistency between the General Terms and Conditions and the Special Terms and Conditions, the latter shall take precedence over the former.
- 1.3. Purchasing terms and conditions of the Supplier are expressly excluded upon acceptance of these General Terms and Conditions, and shall accordingly have no bearing on the contractual relationship between the Supplier and ALPHABET.
- 1.4. ALPHABET reserves the right to modify the General Terms and Conditions in order to apply them to subsequent service agreements and possible extensions thereto, and undertakes to ensure that the Supplier has a fully up-to-date and current version of such General Terms and Conditions at all times. The Parties agree that any modified General Terms and Conditions that ALPHABET may furnish shall be deemed expressly and voluntarily accepted by the Supplier without qualification if the Supplier does not express its refusal to accept the modified General Terms and Conditions in writing within the term of 30 days from the date on which it receives them from ALPHABET. Following acceptance, the new General Terms and Conditions resulting from the modification in question shall be deemed fully applicable to the contractual relationship between the Supplier and ALPHABET.  
  
In the event that the Supplier expresses its opposition or refusal to accept the General Terms and Conditions resulting from the modifications, ALPHABET shall be entitled to withdraw from the contractual relationship between the Parties, which shall terminate with full legal effect, without ALPHABET incurring any obligation or liability vis-à-vis the Supplier in relation to said termination.
- 1.5. In cases of electronic or telematic purchasing, the Parties agree that ALPHABET shall be under no obligation to furnish the information envisaged under Articles 27 and 28 of the Spanish Information Society Services and Electronic Commerce Law 34/2002 (Ley 34/2002) of 11 July 2002.

### 2.- ORDER

- 2.1. The order shall be completed in writing by ALPHABET and accepted by the Supplier in writing within the term of 10 business days from the date of the order. Otherwise, the order shall be deemed rejected.
- 2.2. This agreement does not preclude the right of ALPHABET to request and obtain identical or similar services to those envisaged herein from other suppliers competing with the Supplier.

### **3.- PROCEDURES TO BE FOLLOWED**

- 3.1.** In rendering the services set forth herein, the Supplier undertakes to follow the procedures described for such purpose in these Special Terms and Conditions.
- 3.2.** Modifications to the agreed procedures shall require a corresponding prior amendment to the Special Terms and Conditions.
- 3.3.** The Supplier must at all times analyse the procedures in place and propose improvements to ALPHABET in relation to such procedures and the quality of the services rendered under this agreement. In turn, ALPHABET may, at any time, request the Supplier to modify these procedures with a view to improving the performance or quality thereof.
- 3.4.** In order for the Supplier to render any service that is not envisaged as a general service herein, the Supplier must have received the corresponding written request from ALPHABET, which shall be prepared in the manner and sent via the channels described in the Special Terms and Conditions.

### **4.- MONITORING RESULTS**

- 4.1.** Both parties must constantly analyse the results of the services rendered by the Supplier under this agreement in order to gauge the effectiveness thereof in relation to the proposed targets.
- 4.2.** Performance indicators. For the purpose of monitoring results, the Special Terms and Conditions shall contain the performance indicators. ALPHABET reserves the right to modify such indicators and even replace them for others by merely notifying the Supplier of its decision to do so with sufficient advance notice to ensure that the Supplier is able to change its activities to reflect the new indicators. In such cases, when modifying these indicators could affect the prevailing prices in effect, either Party may request from the other the corresponding change to the prices, which, where applicable, shall be effected by mutual agreement.

The Supplier may likewise propose that ALPHABET adopts new performance indicators or modifies existing ones when it believes that this would benefit the services it is to render under this agreement.

- 4.3.** Reports. The Supplier must, as often as required and with the contents established in the Special Terms and Conditions, issue reports on the results obtained in relation to the services rendered and provide a soft copy to ALPHABET.

### **5.- MODIFICATIONS AND EXTENSIONS TO THE ORDER**

- 5.1.** ALPHABET may request modifications and/or extensions to the order at any time in writing prior to its acceptance by the Supplier. After such modifications have been made, the term for acceptance stipulated in section 2.1 above shall begin from the date of this new request.

In similar fashion, ALPHABET shall be entitled to cancel an order at any time prior to effective receipt by ALPHABET of the written acceptance thereof by the Supplier, without ALPHABET incurring any liability or committing any breach by reason of such cancellation.

- 5.2.** The Supplier undertakes to suggest to ALPHABET immediately any modification it deems necessary or appropriate in order to ensure satisfactory execution and completion of the order. Such modifications shall apply to the order insofar as they are previously accepted by ALPHABET in writing. Following such acceptance, the Supplier shall be bound to apply them. Notwithstanding the above, ALPHABET shall be under no obligation to accept the modifications proposed by the Supplier, and may always withdraw from the order if it cannot be executed satisfactorily without applying such modifications.

- 5.3.** Barring an agreement to the contrary between the Parties, these General Terms and Conditions and the Special Terms and Conditions for each order shall apply to any possible modifications thereto, and likewise to any additional services that may be rendered as a result of such order.

## **6.- DOCUMENTS AND MATERIALS**

- 6.1.** ALPHABET shall provide the Supplier with all documents and information deemed necessary to carry out the order, but shall be under no obligation whatsoever to furnish any information it considers confidential or commercially sensitive.
- 6.2.** The Supplier must immediately return to ALPHABET the documents and information described in section 6.1 above within the term of 48 hours following a simple request to such effect from ALPHABET, and without fail within the maximum term of 48 hours from execution of the order.
- 6.3.** Any rights attaching to or arising from any material, document or information envisaged under sections 6.1 and 6.2 above shall remain the exclusive property of ALPHABET. The Supplier may only use such materials, documents and information under the aforementioned authorization insofar as strictly necessary for the purpose of rendering the corresponding service. It may not use such items for any other purpose, or allow them to be used in any way by third parties, unless ALPHABET grants its prior written consent. Likewise, the Supplier undertakes to treat such materials, documents and information in strict accordance with the rules on confidentiality set forth in section 16 below.

## **7.- PROVISION OF THE SERVICES**

- 7.1.** The Supplier is responsible for meeting in due time the delivery dates agreed upon in the order.
- 7.2.** The Supplier undertakes to notify ALPHABET immediately of any circumstance that could give rise to, or has given rise to, any delay in delivering the service stipulated in the order, even when the underlying cause is not attributable to the Supplier.
- 7.3.** ALPHABET shall be entitled to seek compensation from the Supplier for any damage or loss it may suffer as a result of the delay in rendering the service, without prejudice to any other specific contractual penalties that may have been agreed upon between the Parties to cover such an eventuality.

## **8.- DOCUMENTATION**

- 8.1.** At the time the service is rendered, the Supplier shall furnish ALPHABET with full documentation containing the specifications and characteristics of the services in accordance with applicable law, including any other document relating to or needed for the service in question.

## **9.- PRICE, INVOICING AND METHOD OF PAYMENT**

- 9.1.** The Supplier shall issue its invoice once the service has been rendered and accepted without qualification, or on the dates specified for such purpose in the case of services arranged for a specific term. ALPHABET must pay the invoice 60 days from date of invoice and upon delivery of the invoice, which must be issued in accordance with law.

- 9.2.** The invoices issued by the Supplier must include the ALPHABET order number and supplier number designated internally by ALPHABET. Invoices shall be addressed and sent to the BMW Group company that placed the order and to the address indicated in said order, or, in the absence of such information, to the following address:

**Avenida de Burgos, nº 118**

**28050 Madrid (Spain)**

**NIF A91001438**

- 9.3.** Payment shall be made by bank transfer provided that the Supplier is registered in the "Supplier Virtual Office".

- 9.4.** The prices indicated in the corresponding purchase order include all concepts and amounts that ALPHABET must pay to the Supplier as consideration for the contracted service. Under no circumstances, whether foreseen or unforeseen, may the Supplier increase the agreed price or include new complementary and/or accessory concepts. No subsequent changes may be made to the agreed price, unless such change is introduced by express agreement between the Parties into the Special Terms and Conditions of the Agreement or into another written document, which, where applicable, shall be attached to the contract and signed by both Parties.

- 9.5.** As regards items not expressly envisaged in the order or in the Special Terms and Conditions, the Supplier must send ALPHABET a prior estimate containing sufficient details of all expense items that it may charge to ALPHABET when invoicing the services in question.

- 9.6.** ALPHABET shall be under no obligation to pay the Supplier any amount for any concepts or items that are not duly detailed in the order, in the Special Terms and Conditions, or, where applicable, any that were not previously approved in the manner stated above.

- 9.7.** If deemed necessary on the basis of the service to be rendered, each new estimate shall include the corresponding guidelines on the procedures to be followed, as well as the corresponding milestones to be used as the performance indicators described in sections 2 and 3 above.

- 9.8.** At the request of ALPHABET, invoicing must be carried out in electronic format, "BMW eInvoicing", available at B2B-Portal > Requests > Electronic Document Portal. ALPHABET will specify the possible ways of transferring invoices.

- 9.9.** ALPHABET may require that the account be managed through the "billing by recipient" procedure. In that case, the invoice will be issued on the basis of the receipt of the goods or the confirmation of compliance by ALPHABET and will be sent to the supplier. In this case, the supplier does not have to issue an invoice with the information set out in the next clause.

- 9.10.** If the supplier is not invoiced using the "billing by recipient" procedure, it will issue a commercial invoice containing the following information:

a) The original invoice must be addressed to ALPHABET as indicated in the orders.

b) If Spanish legislation on invoicing applies to the invoice, the invoice must comply with the requirements established in article 6 of Royal Decree 1619/2012, which establishes the content of the invoice.

c) ALPHABET may reject an invoice that does not contain the information required in the previous paragraph. The supplier will be notified and, consequently, the expenses incurred by ALPHABET will be borne by the supplier. The payment period will begin on the date on which ALPHABET receives a new, auditable and correct invoice that meets the requirements set out in the aforementioned article 6.

## **10.- SUBCONTRACTING, TRANSFER AND NETTING**

- 10.1.** The Supplier may only subcontract or fully or partially transfer the rights and obligations arising from the service agreements signed with ALPHABET to third parties if it obtains the prior and written consent of ALPHABET, which may refuse to grant its consent if it so wishes for any reason. The consent of ALPHABET shall not discharge the Supplier from its liability vis-à-vis ALPHABET for full compliance with and execution of the corresponding order in accordance with the terms of these General Terms and Conditions.
- 10.2.** Any amounts payable or receivable stemming from the contractual relations in effect between any of the companies belonging to the groups of the Supplier and ALPHABET may be netted, provided that the requirements of Article 1196 of the Spanish Civil Code (Código Civil) are duly met.
- 10.3.** For such purpose, the corresponding credits and debits between the companies of the group of the Supplier and/or the companies of the BMW Group shall be deemed effected and approved.

## 11.- COMPENSATION

- 11.1.** The Supplier guarantees that the services to be rendered by virtue of the contractual relationship with ALPHABET shall not violate the rights of third parties, and likewise guarantees the right of ALPHABET to quiet enjoyment thereof.
- 11.2.** The Supplier shall discharge ALPHABET from all liability in relation to any claims arising directly or indirectly from breach of the obligations assumed by the Supplier within the framework of the contractual relationship with ALPHABET. Accordingly, the Supplier expressly accepts and undertakes to pay any such amounts relating to penalties, fines, compensation, damages, interest and/or losses (including the fees of lawyers and legal costs) as may be charged to or levied of ALPHABET as a product of such claims, or which directly or indirectly result from such claims. The indemnities and compensation described in this section may be claimed from the Supplier following termination of the contractual relationship between the Parties for any reason, and likewise in the event of subcontracting or transfer ratified by ALPHABET in accordance with the provisions of section 10 above.

## 12.- QUALITY. CONTROL AUDITS

- 12.1.** The Supplier warrants to ALPHABET that the services to be rendered shall comply with prevailing law in effect at all times and meet the highest standards of quality, such quality being an essential and material part of the order placed by ALPHABET and, therefore, of the intention and wishes of ALPHABET.
- 12.2.** The Supplier undertakes to render the services envisaged herein whilst upholding the utmost standards of quality and within as quick a period and at as competitive a price as possible, hereby undertaking to apply the most efficient methods and technologies at all times.
- 12.3.** In all cases, the Supplier must be capable of optimising the entrusted service such that the beneficiary perceives it as a premium quality service.
- 12.4.** ALPHABET reserves the right to carry out any control or audits it deems appropriate at any time in order to verify:
- a) the quality of the services rendered by the Supplier;
  - b) the procedures followed by the Supplier in rendering the services;
  - c) compliance by the Supplier of the obligations and responsibilities assumed vis-à-vis ALPHABET in rendering the contracted services.

The Supplier accepts that ALPHABET is entitled to carry out the aforementioned control audits with a view to verifying the quality of the services rendered and the management procedures followed. For such purposes, the Supplier shall allow ALPHABET access to its premises and to any information or documents related to the commissioned and rendered services as may be required in order to effect such controls and/or audits.

## 13.- WARRANTIES

- 13.1** The Supplier warrants that the service shall be provided in accordance with the agreed terms and conditions.

- 13.2.** In the event of faults or defects in rendering the service, ALPHABET may demand that the Supplier remedies the fault or defect in question, with the Supplier undertaking to comply with this demand. In the event that the defect is not effectively remedied, ALPHABET is likewise authorised to entrust the service to a third party, which shall provide the service on behalf of and at the expense of the Supplier.
- 13.3.** Any costs or expenses incurred from curing faults and defects shall be met by the Supplier, which similarly undertakes to reimburse ALPHABET for any costs or expenses that the latter may incur for that same reason.
- 13.4.** The Supplier undertakes to compensate ALPHABET and to discharge it from all liability in relation to any third-party claim stemming from breach of the contractual obligations of the Supplier, or from breach by the Supplier of the requirements and specifications prescribed by applicable law governing the services envisaged herein.

## **14.- INSURANCE**

- 14.1.** The Supplier shall take out and maintain, at its entire expense, an insurance policy for a sufficient amount to cover any civil liability it may incur vis-à-vis ALPHABET, and similarly any personal or material damage or loss that ALPHABET may suffer directly or indirectly from the service to be rendered. Following a request to such effect, the Supplier shall furnish ALPHABET with sufficient evidence proving it has indeed covered such risks and that it has paid and is continuing to pay the premiums and any other costs or expenses required for the ongoing validity and enforceability of such policies.
- 14.2.** The concession of the insurance policies and the amounts insured therein shall not limit the liability of the Supplier vis-à-vis ALPHABET.

## **15.- CANCELLATION**

- 15.1.** In the event that ALPHABET partially or fully cancels an order at any time between the date of acceptance and the rendering of the services, and provided that there has been no breach by the Supplier, the latter shall not be entitled to demand that ALPHABET honours the order, with the liability of ALPHABET being limited to any duly substantiated damage or loss as may be effectively caused to the Supplier as a result of such cancellation. Under no circumstances, barring wilful breach, shall the liability of ALPHABET exceed the price of the cancelled order.

## **16.- CONFIDENTIALITY**

- 16.1.** "Confidential Information" encompasses all information which, on occasion of (i) the signing of the General Terms and Conditions and/or (ii) the placement of an order, ALPHABET furnishes to the Supplier, including any information the latter may receive or to which it may become privy, or any information it may develop, insofar as such information relates to the business or activities of ALPHABET. This includes, but is not limited to, technical and commercial information, knowledge, figures, know-how, processes, client lists, pricing methods, plans, and inventions and ideas in any format and contained on any media, irrespective in all cases of whether ownership of such information has been filed in the name of ALPHABET with any public registry, and regardless of whether the possible rights arising from such information have been protected in any other way.

- 16.2.** The Confidential Information does not extend to any information which, at the time it is created, furnished or developed, already falls within the public realm or subsequently becomes public without this involving any breach by the Supplier.
- 16.3.** The Supplier undertakes to ensure that all Confidential Information: (i) is kept in the strictest confidentiality by the Supplier, its employees, and any other third party that may be involved in the corresponding order following the consent of ALPHABET; (ii) is employed for the sole purposes envisaged in the corresponding order; (iii) is provided to its employees or to any other third parties to the extent strictly necessary for execution of the corresponding order; (iv) is not communicated, disclosed, disseminated or furnished in any way by the Supplier to third parties unless ALPHABET grants its prior written consent thereto; and (v) is returned (or destroyed should ALPHABET so indicate) upon completion of the order or at any other time that ALPHABET may indicate, including prior to execution of the order.
- 16.4.** The Supplier undertakes to ensure that its employees and, where applicable, any third parties subcontracted or otherwise involved in execution of the order, honour the provisions of this section 16, with the Supplier remaining directly liable vis-à-vis ALPHABET for any breach by such parties of these obligations.
- 16.5.** The preceding obligations shall remain in effect even when the order is cancelled or when the contractual relationship between the Supplier and ALPHABET terminates for any reason.
- 16.6.** The Supplier shall require the prior written consent of ALPHABET in order to make any kind of public announcement or communication regarding its commercial dealings with ALPHABET, including advertising or publicity-related actions.

## **17.- APPLICABLE LAW AND JURISDICTION**

- 17.1.** The contractual relationship between the Parties shall be governed by the Laws of Spain.
- 17.2.** The Supplier and ALPHABET agree to submit any disputes arising from the interpretation or application of this contractual relationship to the exclusive jurisdiction of the courts of the City of Madrid, hereby waiving any other jurisdiction to which they may be entitled.

## **18.- OWNERSHIP RIGHTS**

### **18.1. Ownership.**

Any programme or document that the Supplier may receive from ALPHABET in furtherance of this agreement shall remain the property of ALPHABET. The Supplier undertakes to return such items to ALPHABET along with any copies thereof it may have in its possession.

The results of the services to be rendered by the Supplier under this agreement shall remain the property of the BMW Group, which may use such results without restriction in terms of subject-matter and territory and without time constraints. The BMW Group may also make any such partial modifications to such results as deemed appropriate, copy them fully or in part, and distribute and transfer them to any third party so that the latter may use them in any manner freely agreed upon with ALPHABET.

The Supplier shall act accordingly to ensure that the ownership rights of ALPHABET as described herein are duly filed with the pertinent public registries when required, and shall take the necessary steps to protect the ownership rights of ALPHABET in accordance with the provisions of this agreement.

## 18.2. Territory.

The ownership rights described herein are not subject to any territorial limitation, with ALPHABET being entitled to exercise such rights freely both within and outside Spain.

## 18.3. Use of trade names.

If, due to the order, the Supplier is required to employ any kind of distinctive marks (including, but not limited to, word marks, pictorial marks and composite marks), the Supplier undertakes to use such marks for the sole purpose envisaged in the order and in accordance with any limitations that ALPHABET may impose, while respecting any external image guidelines or rules that ALPHABET may likewise indicate. Under no circumstances shall any authorisation to use such marks entail, or be construed as, a transfer to the Supplier of any other intellectual or industrial property rights held by ALPHABET or the BMW Group. Likewise, the Supplier acknowledges and accepts that the prior and written consent of ALPHABET must be sought and obtained in order to make any possible use of the distinctive marks belonging to ALPHABET or its Group, and that ALPHABET may require changes to the way in which such use is granted.

## 19. PROCESSING OF SUPPLIERS PERSONAL DATA

19.1. Alphabet España Fleet Management, S.A.U. with Tax ID number A91001438 and address at Avda. de Burgos, 118, 28050 Madrid. (hereinafter referred to as "Alphabet") informs the Provider that their personal data will be processed by Alphabet, at the time of prior analysis and contracting of the Provider in the pre-contractual phase as a service provider, for the following purposes:

- Management of the pre-contractual relationship for the contracting of the Provider as a service provider to Alphabet, processing based on the execution of pre-contractual measures.
- The Supplier's information may be used in this pre-contractual phase to carry out the Supplier's credit and risk analysis, using risk analysis tools for this purpose because of Alphabet's legitimate interest in the execution of the contract.

With respect to such a credit analysis, Alphabet needs to perform such processing to determine the risk in contracting its suppliers. This processing is carried out in consultation with its own and third party databases so that the Provider's financial capacity can be verified. To carry out this processing, Alphabet's interest in reducing contracting risk has been weighted against the Provider's expectation of privacy. To guarantee such processing, additional measures have been taken to reinforce information about this processing to the user, as well as techniques minimizing the processing of data for this purpose using only those strictly necessary (purely identifying data such as name and surname).

You may object to these analyses by communicating it through the contact address of the Data Protection Officer.

- Similarly, if necessary before Alphabet enters in a contractual relationship with a Provider or if you are chosen as a Supplier for Alphabet, your personal data will be checked against sanctioned lists (published by the United Nations, the European Union or the United States of America). In this regard, this check will be carried out on tools under the strictest safety standards and will always be reviewed by an expert specially trained to verify such information. Similarly, this information will not be used for any additional purpose. This analysis will be done against public lists that Alphabet accesses as an entity interested in the prevention of fraud, money laundering and terrorist financing and respecting commercial/financial sanctions.

With regard to the checks carried out against the sanctioned and terrorist lists, Alphabet use as legal basis for such data processing the legitimate interest based on compliance with the relevant regulations. These regulations require Alphabet (as part of the BMW Group) to check the Suppliers with which it enters in a contractual relationship. These checks are carried out to verify that persons included in European, United Nations or United States lists of sanctioned persons or terrorists are not contracted. In order to carry out this processing, Alphabet's interest in complying with these regulations has been weighed against the Provider's expectation of privacy. To guarantee such processing, additional measures have been adopted strengthening transparency for the user, as well as techniques minimizing the processing of data for this purpose and guaranteeing its security. Likewise, the lists used to carry out the verification are public and regulated (at European level, within United Nations or in the United States).

You may object to these analyses by communicating it through the contact address of the Data Protection Officer.

Alphabet has obtained the personal data that will be processed from one of the following sources:

- Provided voluntarily at the time of formalization of this contractual relationship. These data will be supplemented with those obtained throughout the duration of the contract with those generated as a result of its execution.
- Obtained through your information in financial solvency and credit files.
- Obtained through official public lists of sanctioned persons of different kinds.

If you provide us with information about other people, you must obtain their consent. If you provide us with other people's data, you are confirming that you have their permission and that they have understood how that information will be used.

Alphabet will process the following categories of your data:

- Identification:
  - Contact Data that helps identify contact with the Provider, such as name and surname, ID, email, address and telephone number.
  - Contractual Data that identify the Supplier.
  - Information about your account such as bank details.
- Socio-demographic:
  - Biological data to describe the Provider, such as age.
  - Socio-cultural data that allow describing the socio-cultural environment of the Provider, such as the place of birth.
- Behavior:
  - Financial Data that helps establish the financial situation of Suppliers, such as risk ratings, credit ratings, or payment history.
- Personality:
  - Sanctions data available on official public lists.

Alphabet may transfer the Provider's personal data to the following entities:

- To companies of the BMW Group, to develop centralized management activities.

- To any other entity in the financial sector, such assignment being considered necessary for the performance of the contract under this clause.
- To asset solvency and credit files, in order to have your data processed for risk analysis, monitoring and recovery, in order to provide entities that voluntarily decide to join the service. This transfer is enabled by current data protection regulations in relation to credit information systems.
- To Public Administrations for compliance with legal obligations.

The data will be kept for the duration of the relationship between Alphabet and the Provider and for the time necessary to respond to possible liabilities arising from it (for 5 years) or, in the case of processing based on consent, until it is withdrawn.

If you want to contact the Data Protection Officer, you can contact them through the following email address: [dpd@alphabet.es](mailto:dpd@alphabet.es)

In the same way, you can request access to your personal data, their rectification, deletion, portability, opposition and the limitation of their processing through the contact address of the Data Protection Officer, as well as the withdrawal of consent, without prejudice to the lawfulness of the processing carried out previously.

If you believe that your rights have been violated by Alphabet, you can file a complaint with the Spanish Data Protection Agency on the website [www.aepd.es](http://www.aepd.es) or at the address C/ Jorge Juan 6, 28001 - Madrid.

If, exceptionally, the Provider has access to any personal data owned by Alphabet, in compliance with its obligations relating to the provision of its services, the Parties hereby undertake to comply with current data protection regulations by signing the corresponding Data Processing Agreement in accordance with Article 28 of the GDPR.

## 20.- MISCELLANEOUS

- 20.1.** The Supplier undertakes to render the service envisaged herein while complying with the requirements imposed by Spanish legislation and in accordance with the instructions received from ALPHABET.
- 20.2.** In the event that any of the General or Special Terms and Conditions agreed upon between the Parties is held null or void, such a finding shall not affect the continuing validity or enforceability of the remaining terms and conditions. The Parties must replace, in good faith and within acceptable limits, the condition held null or void for another that has or leads to an identical technical or economic result as the original condition, without this change leading to any substantial or material change to the remaining conditions governing the contractual relationship between the Parties.
- 20.3.** Barring any express indication to the contrary in an agreement to such effect or in these General Terms and Conditions, all notifications and communications between the Parties shall be made by facsimile, registered fax, letter or telegram providing acknowledgement of receipt, or by any other written means that provides proof of receipt by the recipient, and sent to the addresses set forth in the corresponding purchase order. Any change or modification to the stated addresses must be notified in writing via any of the aforementioned channels to the other party, which shall be released from all liability until such time as the notification is effected.

## 21.- COMPLIANCE

- 21.1.** For ALPHABET it is of paramount importance that corporate activities take social responsibility towards its own employees and to society as a whole into account. This applies both to

ALPHABET itself and to its suppliers. ALPHABET and the Contractor are committed to respecting the principles and rights adopted by the International Labour Organisation (ILO) in the "Declaration on Fundamental Principles and Rights at Work" (Geneva 06/98), the guidelines of the UN Initiative Global Compact (Davos, 01/99) and the UN Guiding Principles on Business and Human Rights (2011).

The following principles are of particular importance:

- Preservation of human rights,
- Elimination of forced, compulsory, and child labour,
- Positive and negative freedom of association,
- Elimination of discrimination on the basis of gender, race, ethnic origin, religion or belief, membership of a trade union or the like, handicap, age, sexual identity, nationality, marital status, political affiliation, veteran status, or other characteristics protected by local laws,
- Compliance with occupational safety and health requirements,
- Protection from individual arbitrary personnel measures,
- Maintenance of employability by training and continuing education,
- Maintenance of adequate social working conditions,
- Provision of conditions that enable employees to enjoy a reasonable standard of living,
- Remuneration, which permits employees to secure their livelihoods including their social and cultural participation,
- Implementation of equal opportunities and family-friendly policies,
- The protection of indigenous rights,
- Ban on bribery and extortion,
- Safeguarding of animal welfare and animal protection, in particular the 3R principle (Replacement, Reduction, Refinement) in animal testing,
- Compliance with current laws and regulations.

**21.2.** The Contractor shall comply with all applicable laws, standards and official rules and regulations, including antitrust and competition law, prevention of corruption, prevention of money laundering, export control and data protection. The Contractor shall comply with and implement the "BMW Group Supplier Code of Conduct" valid at the time of conclusion of the contract (available in the B2B-Portal under > Collaboration > Sustainability > Environmental and social standards > Downloads); at the request of the contractor, ALPHABET will send it to the Contractor.

**21.3.** In addition, the Contractor has the following obligations:

a) For the quantitative assessment of the Contractor's resource efficiency as required by the BMW Group Supplier Code of Conduct, the Contractor shall provide ALPHABET, upon request, the following information relating to the total annual scope of orders placed by and supplied to ALPHABET and its Affiliated Companies: total energy consumption; CO2 emissions; total water consumption; process waste water; metric tons of waste; VOC emissions. In addition, the Contractor shall provide upon ALPHABET's request Data for a life cycle assessment relating to goods or parts thereof (including Data with regard to the materials input) according to the data collection format for life cycle assessment of the VDA (Association of the German Automotive Industry).

b) Polymer materials contained in goods shall comply with the ALPHABET requirements for goods derived from the applicable statutory targets or standards for hydrocarbon emissions of vehicles throughout the entire life cycle of the goods. The production processes for goods shall be adapted to comply with such ALPHABET requirements.

c) The Contractor shall comply with the requirements stated in BMW Group Standard GS 93008 (1, 2 and 4) "Substances of concern" throughout the entire life cycle of the goods. The Contractor is responsible for registration and, where necessary, authorisation or notification of chemical substances contained in goods in accordance with the statutory requirements that apply to the market concerned (e.g., according to Regulation (EC) No. 1907/2006 (REACH), EU).

In the event of a chemical substance being imported into the area of applicability of a relevant law, the Contractor assumes responsibility for all obligations named in the BMW Group Supplier Code of Conduct and all associated expenditure.

Furthermore, the Contractor will upon request and without undue delay provide ALPHABET with any and all information about goods and substances contained therein, even if such goods have already been delivered, as well as declarations and confirmations, required by ALPHABET in order to fully and timely fulfil its statutory information duties (e.g., under Art. 33 of REACH).

In the event that goods are chemical substances, preparations or materials, the Contractor shall provide ALPHABET with "Safety Data Sheets" for these goods.

- 21.4.** The Contractor warrants that, within the context of the contracting, it shall only transmit such data to BMW as it is entitled to transmit.
- 21.5.** In order to implement the obligations set out in this Clause 19, the Contractor shall take appropriate training, information, control and sanction measures in its organization, establish a responsible compliance function and appoint it upon request.
- 21.6.** It shall be the responsibility of the Contractor to ensure that all and any of his subcontractors act in accordance with the provisions of this Clause 19.
- 21.7.** Upon written request, the Contractor shall share information on non-financial performance indicators such as environmental, employee and social concerns, respect of human rights and combating corruption and bribery as well as the underlying strategies and processes according to recognised standards, e.g, in the form of a sustainability report in accordance with GRI or DNK compliance declaration. If due to statutory requirement the Contractor is obliged to inform on its non-financial performance indicators, then the forwarding of such corresponding report will suffice.
- 21.8.** The Contractor warrants that the information provided by him with regard to its non-financial performance indicators as per Clause 19.7 is accurate, complete and - with regard to any date referred to in the documents or information – current and fairly represents its actual non-financial conditions.
- 21.9.** ALPHABET shall be entitled to refuse the participation in the contractual performance, acceptance of the contractual performance as well as its remuneration if and to the extent a relevant mandatory legal provision would be violated thereby or as long as a relevant mandatory legal provision is being violated.