



GENERAL CONDITIONS OF CONTRACTING SERVICES OF THE SANLUCAR GROUP

1. DEFINITIONS

For the purposes hereof, the terms listed below shall have the specific meanings indicated below for each of them:

Acceptance of the Order: communication by the Supplier in which he accepts the order sent by SANLUCAR.

Creations: has the meaning provided in clause 7.2.

Damages: consequential damages and lost profits and/or reputational damages that damage the prestige of SANLUCAR in the market, its brands and/or its Intellectual and Industrial Property Rights.

Fees: amount to be paid by SANLUCAR as consideration for the Services rendered and stated in the Order.

Industrial and Intellectual Property Rights: all rights derived from the Results and Creations.

Order: document and/or communication sent by SANLUCAR by which it communicates to the Supplier the order for the provision of the Services detailed therein and which will include the guaranteed service level agreements and the agreed Fees.

Party: the manner in which SANLUCAR or Supplier is referred to individually, as the case may be.

Parties: the way in which SANLUCAR and Supplier are jointly referred to.

Results: has the meaning provided in clause 7.1.

SANLUCAR: SANLUCAR FRUIT, S.L.U., or another company of Grupo SANLUCAR that is stated as the ordering party in the Order.

Services: shall refer to the services whose description and details are included in the Order.

Supplier: the supplier of the Services identified in the Order.

2. OBJECT AND SCOPE OF APPLICATION

The purpose of this document is to establish the general terms and conditions that will govern the relationship between the SANLUCAR GROUP

companies and the Supplier, and that complement, where appropriate, the Order.

These General Conditions available on the SANLUCAR web portal, will be considered accepted, in all its terms and conditions from the beginning of the contractual relationship between the Parties. Any clause contrary to those contained in these General Conditions that the Supplier includes on its web portal, its invoices and/or in its correspondence and that has not been expressly accepted in writing by SANLUCAR's contracting services will be considered as not included. SANLUCAR may modify these General Conditions, of which it will keep the Supplier promptly informed.

3. PROVISION OF SERVICES

3.1. The Supplier shall provide the Services at the time and in the manner established in the Order with the diligence of a good merchant and in accordance with the principle of good faith and in the best interest of SANLUCAR for which it must have the material and human resources necessary to provide the Services.

3.2. The Supplier may alter without additional cost both personal and material means used for the provision of the Services, provided that this does not prevent it from complying with the obligations assumed with SANLUCAR.

3.3. The Supplier shall provide the Services from its own offices, notwithstanding that it may make temporary trips to SANLUCAR's offices or premises whenever necessary.

3.4. The Supplier undertakes to act as an enterprise with independent legal personality without identification or confusion with the company and assets of SANLUCAR. Therefore, it must comply with the obligations of its status as an independent enterprise. At the request of SANLUCAR, the Supplier shall provide SANLUCAR a

certificate of compliance with its tax obligations, labor obligations in the prevention of occupational hazards and Social Security, as well as the RNT model (Nominal list of workers), the identity and ID of workers assigned to the contracted service and that may be subject to temporary displacement to the premises of SANLUCAR and certification of the professional aptitude of such workers to perform the functions to be developed in such premises.

3.5. Supplier shall inform SANLUCAR of the obligations regarding subrogation of workers that are established in the applicable collective bargaining agreement, or in any pact, agreement or commitment acquired. For this purpose, Supplier shall deliver to SANLUCAR a copy of the specific text that establishes such obligations.

3.6. Supplier agrees to hold harmless and indemnify SANLUCAR for any damage, expense (including costs and fees of lawyers, solicitors, accountants, notaries, etc.), loss or claim that it may suffer in relation to the Supplier's workers, as well as its labor and Social Security obligations.

3.7. SANLUCAR will make available to the Supplier the documentation relating to the assessment of risks to safety and health at work, planning of preventive activity and protective and preventive measures to be adopted. The Supplier undertakes to inform of all this to its workers assigned to the contracted service and that may be subject to temporary displacement to the premises of SANLUCAR.

3.8. The Supplier, prior to the start of the provision of Services, undertakes to inform SANLUCAR of the specific risks of its activity to be developed in the workplace of SANLUCAR, of any emergency situation that may affect the workers of SANLUCAR and of any accident at work that is a consequence of the concurrent activities, adapt its preventive documentation to the particularities of the workplace of SANLUCAR, communicate to their workers the information and instructions received from SANLUCAR on prevention of occupational hazards and to comply with them, including the adoption of training measures and monitoring of

its displaced workers arising from such information / instructions.

3.9. Supplier shall ensure that the workers assigned to the provision of the Services have received the necessary training and information on occupational risk prevention, both with respect to collective protection measures and the use of personal protective equipment necessary for the development of the activity in safe conditions. Likewise, the Supplier shall carry out periodic controls of the working conditions of the activity of said workers and shall guarantee them the periodic monitoring of their state of health according to the risks inherent to their work, under the terms established in the occupational risk prevention regulations.

3.10. The Parties shall establish the means of coordination necessary for the proper implementation of protection, prevention and emergency measures in the workplace of SANLUCAR as a result of the provision of the Services and inform their respective workers about it.

4. ECLUSIVITY

4.1. The Services are understood to be provided by Supplier to SANLUCAR on a non-exclusive basis. Consequently, Supplier may offer the same type of Service to third parties other than SANLUCAR, provided that this does not prevent it from properly fulfilling its obligations to SANLUCAR.

5. FEES

5.1. In consideration for the Services rendered, SANLUCAR shall pay Supplier the amount stated in the Order. The Fees include the expenses or costs incurred by the Supplier in connection with the provision of the Services.

5.2. Unless expressly agreed in writing, any additional costs will not be accepted or paid by SANLUCAR.

6. BILLING AND PAYMENT

6.1. The method of payment and terms of payment shall be as set forth in the Order.

6.2. SANLUCAR shall have sixty (60) days from the invoice date to make payment to Supplier. Any different method of payment must be negotiated and agreed in writing with SANLUCAR purchasing services to be reflected in the Order.

6.3. Payment of the invoice will be verified by bank transfer to the account stated in the registration form sent by the Supplier to SANLUCAR and of which the Supplier undertakes to send a certificate of ownership to SANLUCAR.

6.4. Each Party shall bear the taxes, charges and levies applicable in each case in accordance with the regulations applicable in each case.

6.5. SANLUCAR shall be entitled to set off all sums due to the Supplier against obligations, indemnities and other amounts owed by the Supplier under these General Conditions.

7. INTELLECTUAL AND INDUSTRIAL PROPERTY

7.1. Industrial Property Rights

The Supplier shall not take any action or take any action that may affect the validity of the distinctive signs owned by SANLUCAR and agrees not to register or apply for registration, in its name or in favor of third parties, any trade name, domain name, trademark, symbols or other distinctive signs that are identical or similar to those of SANLUCAR or may lead to confusion with the activity, services, products or establishment of SANLUCAR.

SANLUCAR shall have exclusive ownership, without geographical or time limit, of all rights to any result that Supplier, or any person to whom Supplier resorts to provide the Service, has invented, developed, discovered, or in which it has participated in any other way, as a result of a research activity and that may be protected by

patents, utility models, topographies of semiconductor products, plant varieties, industrial designs, trademarks or other distinctive signs, industrial, commercial or other trade secrets, or by means of any other right recognized in current or future regulations on industrial property (the "**Results**").

7.2. Intellectual Property Rights

The Supplier assigns to SANLUCAR all exploitation rights on any creation, design, work, database or other performance susceptible of being protected by intellectual property rights, related rights, *sui generis* rights or other rights of a similar nature, created or developed within the framework of the provision of the Services (the "**Creations**").

The assignment provided for in this clause is made for the entire term of duration of the rights and for the whole world. By this assignment is attributed to SANLUCAR all exploitation rights (including but not limited to the rights of reproduction, transformation, distribution and public communication) on the Creations, in all its forms of exploitation and for all formats, media and media, in any field of activity, whether or not the usual activity of SANLUCAR. SANLUCAR may exercise the exploitation rights over the Creations in the manner it deems appropriate, and may transmit, assign or license them to third parties under the terms and conditions it deems appropriate, without it being necessary to inform the Supplier or obtain its consent.

7.3. Supplier agrees to cooperate with SANLUCAR in everything necessary to enable it to enforce the Intellectual and Industrial Property Rights and, in particular, to protect the Intellectual and Industrial and Intellectual Property Rights through the records it deems appropriate, committing Supplier not to attack, question the validity or oppose, directly or indirectly, to such records.

7.4. The Supplier shall not incorporate into the Services elements generated or Intellectual and Industrial and Intellectual Property Rights of third

parties or of the Supplier without the prior consent of SANLUCAR.

7.5. The Fees include the attribution of Intellectual and Industrial and Intellectual Property Rights to SANLUCAR resulting from this clause, so that the Supplier shall not be entitled to claim any additional compensation or claim.

7.6. The Supplier agrees to indemnify and hold SANLUCAR fully harmless from any damages (including lost profits), expenses or costs (including any legal costs) arising from claims or proceedings brought by any third party in connection with the use and exploitation of Intellectual and Industrial and Intellectual Property Rights by SANLUCAR.

8. SUBCONTRACTING AND ASSIGNMENT

8.1. Supplier may not subcontract to third parties the total or partial execution of its obligations without prior consent of SANLUCAR. The assignment implies acceptance of these General Conditions by the assignee. In any case, the Supplier will continue to be responsible for the fulfillment of the obligations arising from the Order and these General Conditions.

8.2. The Supplier may not assign or transfer, without prior written consent of SANLUCAR, all or part of the rights and obligations arising from the Order and these General Conditions. SANLUCAR may freely assign its contractual position to other companies of its same business group, without any other requirements than the communication to the Supplier.

9. INDEPENDENCE AND INTEGRATION

9.1. In the event that any provision of these General Terms and Conditions is deemed invalid, void or unenforceable, the remaining provisions and clauses shall retain full validity and effectiveness. Anything deemed null and void shall be interpreted in accordance with the provisions of the law.

9.2. A clause whose interpretation would be confusing or difficult to apply because it is vague

shall be interpreted in the manner that is permissible, so that its meaning is as close as possible to the intention of the Parties in accordance with the invalid provision without effect. This shall also apply to any omission in the Engagement.

10. PROTECTION OF PERSONAL DATA AND SENDING OF COMMERCIAL COMMUNICATIONS

10.1 In accordance with the regulations on data protection, the Parties are informed that the personal data provided will be processed by SANLUCAR in order to manage the maintenance of the contractual relationship, authorizing the processing of data in the terms indicated.

In this sense, the Supplier is informed that the basis that legitimizes the processing of the data is the contractual relationship that is intended to be formalized between the Parties, so that their personal data will be retained until the end of the same. Notwithstanding the foregoing, your data will be kept duly blocked, as long as liabilities may arise from the execution of the contractual relationship between the Parties, as well as for compliance with other legal obligations.

You are also informed that your data may be transferred to public authorities, regulators or governmental or jurisdictional bodies in those cases in which it is necessary to do so by law, local regulations or in compliance with regulatory obligations.

Notwithstanding the foregoing, SANLUCAR has the cooperation of third party service providers who have access to your personal data and who process such data on behalf of and for the account of SANLUCAR as a result of a provision of services.

Likewise, SANLUCAR, based on legitimate interest, may communicate your data to other companies in its Group, for the performance of all management and services relating to internal administrative purposes arising from the contractual relationship.

In any case, the application of the aforementioned legitimate interest shall at no time imply the

infringement of the rights and freedoms of the interested parties.

We inform the Supplier that he may exercise his rights of access, rectification, cancellation, limitation of processing and portability by sending an e-mail to rgpd@sanlucar.com.

10.2 Likewise, the Supplier accepts that SANLUCAR may send commercial communications about its commercial and/or charitable activities through any means of communication including electronic means and, where appropriate, through newsletters.

In any case, the Supplier may unsubscribe from the newsletter service by means of the procedure established for this purpose in each of the e-mails received.

11. FORCE MAJEURE

11.1 Force Majeure

A force majeure event means any act, event or occurrence or combination thereof which:

- (a) is beyond a Party's reasonable control;
- (b) was not foreseeable or, if foreseeable, could not have been avoided or overcome (including by reasonable anticipation) by such Party having taken all reasonable precautions to avoid and/or mitigate the effect of such event or its consequences; and
- (c) prevents, hinders or delays or makes excessively burdensome to a Party the performance of any (or any part) of its obligations.

By way of illustration, "Force Majeure Cause" includes, but is not limited to, the following events: acts of terrorism, riot, war, invasion, act of foreign enemies (whether or not war is declared), civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority; ionizing radiation or contamination, radio activity of any nuclear fuel or any nuclear waste from the combustion of nuclear fuel,

radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component; earthquakes, floods, fires (emanating from outside the premises), severe tropical cyclones, tsunamis or other physical natural disasters, but excluding weather conditions regardless of their severity; severe droughts; pandemics or epidemics; [nationwide strikes or nationwide labor disputes]; substantial changes in market conditions.

11.2 Obligations of the Parties during a Force Majeure Event

The Parties shall promptly inform the other Party and adapt in good faith their obligations by making all reasonable efforts to: (i) prevent and minimize and mitigate the effect of any delay caused by a Force Majeure Event; and (ii) otherwise perform their obligations to the best of their ability.

If, notwithstanding the foregoing, it is impossible for either Party to comply with its obligations due to Force Majeure, the Parties shall renegotiate in good faith the terms and conditions for the provision of the Services.

If the Force Majeure Event continues for more than two (2) months, the Parties shall have the right to cancel the Services.

12. PERMITS AND AUTHORIZATIONS

12.1. The Supplier must obtain all permits and authorizations from the competent authorities that are necessary to be able to carry out its activity in accordance with the provisions of the Order and these General Conditions, as well as strictly comply with the applicable regulations in force.

12.2. In particular, the Supplier undertakes to comply with the following:

- To be registered in SAP as a supplier of SANLUCAR committing to provide all the necessary documentation for this purpose.
- Failure to provide the Services prior to the issuance by SANLUCAR of the Order. In this regard it is noted that SANLUCAR will not

accept or pay the fees for the Services that have been provided without the timely Order.

- Deliver the specific documentation for the provision of the Services, which has been reasonably requested by SANLUCAR requested in due time.

13. CONFIDENTIALITY

In the event that during the contractual relationship governed by these General Conditions, the Supplier accesses any type of Confidential Information owned by SANLUCAR (meaning by Confidential Information any oral or written information relating to SANLUCAR, companies of its group, or other persons or entities related to SANLUCAR activities, including, but not limited to, information of a commercial, operational, customer lists, economic, accounting, financial and/or technical nature, of processes, methods. The Supplier undertakes to use it following SANLUCAR's instructions, not to use it for other purposes (not even for its own benefit and / or third parties), to keep it under strict confidentiality and not to disclose it under any circumstances to third parties. The Supplier undertakes to impose the same obligation on subcontractors with respect to confidentiality and secrecy. Upon termination of the contractual relationship governed by these General Conditions, Supplier shall return or destroy (as instructed by SANLUCAR) such Confidential Information owned by SANLUCAR that was in its possession or that of its subcontractors. This confidentiality commitment shall survive indefinitely the termination of the contractual relationship between the Parties, regardless of the cause of termination.

14. COMMUNICATIONS

15.1 Any communication or notification between the Parties relating to the Orders or these General Conditions must be in writing. Communications and/or notifications made by telegram, fax, e-mail or any other electronic means that allow the confirmation of their receipt, as well as their content and have been sent to the

addresses of SANLUCAR and Supplier shall be deemed to have been duly delivered and received.

15.2 Any change of address for service shall be notified to the other Party in writing at least five (5) business days in advance at the address of the Party receiving such notification.

15. APPLICABLE LAW

These General Conditions and the commercial transactions from which they arise shall be governed by the Spanish common law.

16. FUERO

Unless the Order specifies otherwise, for any controversy that may arise between the Parties in relation to the interpretation, execution, fulfillment or resolution of these General Conditions and/or the legal relationship from which they arise, the Parties submit to the Courts and Tribunals of Spain, in the city of Valencia, expressly waiving any other jurisdiction that may correspond to them.