



GENERAL TERMS AND CONDITIONS FOR THE CONTRACTING OF WOSHIP MARITIME S.L.

IMPORTANT NOTE: *These conditions contain important terms and conditions of contract applicable to all relations with WOSHIP MARITIME S.L. VAT B63109599, some of which regulate the liability of the contracting parties and the limited liability of WOSHIP MARITIME S.L. It is important that you read them carefully and resolve any doubts about them before contracting with WOSHIP MARITIME, S.L.*

1.- GENERAL PROVISIONS

1.1 SCOPE OF APPLICATION:

1.1.1 These General Conditions shall apply to all services and supplies offered to and/or provided by the company **WOSHIP MARITIME S.L. (hereinafter WOSHIP), with VAT number B63109599**, in its capacity as a “HUB Agency” for vessels and/or as a coordinator for the provision of services in ancillary activities to maritime and inland waterway transport through the subcontracting of local agents, constitute a binding part of the contract concluded between the Parties, and the Parties undertake to fully comply with it.

1.1.2 A Contract will be understood to exist between WOSHIP and its Client, or between WOSHIP and its Supplier, at the time when the Quotation or Order for the Service and/or Supply is accepted, and that acceptance reaches WOSHIP. From that moment, the relations between the Client/Supplier and WOSHIP will be governed by the provisions of these general conditions (GTC) and the rest of the Contractual Documents agreed in each case.

1.1.3 These GTC apply to the Contract to the exclusion of any other terms or general conditions that the Client/Supplier attempts to impose or incorporate, without the express written consent of WOSHIP, or that are implicit in trade, custom, practice or the course of negotiations. The GTC are applicable to any order transmitted verbally, by fax, e-mail, or any other means, even if no specific reference is made to them. The Client/Supplier undertakes to inform third parties of the existence, validity, validity and acceptance of these terms and conditions, as well as their obligatory fulfilment if and when such third party becomes a party to the Contract.

1.1.4 Any advertising produced by WOSHIP, and any descriptions or illustrations contained in WOSHIP catalogues, advertisements, or websites, are produced solely for the purpose of giving an approximate idea of the services offered therein. They shall not form part of the Contract and shall have no contractual force.

1.1.5 In the event of NON-acceptance of these conditions, the Client/Supplier must expressly, in writing and unequivocally state this to WOSHIP prior to the provision of the Service entrusted, and always within a maximum period of twelve (12) hours following: (i) the Client's receipt of its Order Confirmation; (ii) the Supplier's receipt of its Quotation Confirmation; if this is not done within the aforementioned period and by the aforementioned means, they will be considered validly incorporated into the established contractual relationship, and the Supplier or the Client will waive the right to challenge their valid incorporation.



1.1.6 In order that these General Contracting Conditions may be known by the Client/Supplier, WOSHIP has ensured that they are fully accessible and may be consulted before formalising the Contract, as they are available to the Client/Supplier at the offices that WOSHIP has at Calle Pompeu Fabra nº 3, 43004 Tarragona (Spain) and/or on the company's website: <http://www.woship.com>. They are also registered in the Register of Movable Property and General Terms and Conditions of Contracts of Tarragona (Catalonia - Spain).

1.1.7 Unless otherwise expressly agreed in writing, the Company does not maintain any type of exclusivity with the Client/Supplier, nor has any obligation to improve the conditions agreed with the Client/Supplier on the occasion of other conditions it may have agreed with other clients and/or suppliers.

1.2 DEFINITIONS:

In these General Conditions (as defined below), the following words and expressions shall have the meanings herein agreed:

- a) **Company:** means WOSHIP MARITIME S.L.
- b) **Client:** means the person, company, shipowner, shipping company or entity that contracts the Company to receive its services, as well as the person to whom the Quotation and/or Quote is addressed, and the correspondence and communications relating to the same. The Client is responsible for the full payment of the services requested from/provided by WOSHIP.
- c) **Supplier/Subcontractor:** A company or person who supplies the Company with materials, services or supplies for the use and enjoyment of the Company or third parties.
- d) **The Parties:** means WOSHIP and the Client or, as the case may be, WOSHIP and the Supplier.
- e) **General Conditions (GTC):** refers to the terms and conditions contained in this document.
- f) **Special Conditions:** refers to the verbal agreement or written document in which certain aspects of the agreed Services are particularised, extending or varying, as the case may be, the GTC. If so agreed between the Parties, the Particular Conditions shall prevail over the General Conditions, with the sole exception of clause 1.1 which shall always prevail over the GTC.
- g) **Contract and / or Agreement:** means an oral agreement reached or a written document, signed by each of the parties and/or their authorised representatives, or an exchange of communications between the parties commissioning and accepting the provision of a Service and/or Supply of a product. The Contract always includes these General Conditions, together with all the appendices and documents referred to therein, as well as the prices, terms, scope, and Particular Conditions of the Services and/or Supplies agreed therein.



- h) **Quotation:** means any written offer made by the Company to the Client or, as the case may be, by the Supplier to the Company in accordance with these Conditions.
- i) **Order:** means any request made by the Client to WOSHIP or by WOSHIP to the Supplier, in accordance with these Conditions.
- j) **Services:** means the material, supplies and services to be provided, executed and/or performed by the Company on behalf of the Client, or the material, supplies and services to be provided, executed and/or performed by the Supplier on behalf of the Company or third parties designated by the Company, the scope of which is defined according to the Contract and other contractual documents.
- k) **Order Confirmation/Quotation:** means any acceptance of Service made by the Company to the Client/Supplier, orally or in writing, and in accordance with these Conditions.
- l) **Contractual Documents:** means the set of documents that includes all the agreements established between WOSHIP and the Client/Supplier, and which may include, among others, the Order, the Quotation, the Confirmation of both, the Contract, the General Conditions, and the Special Conditions. With the exception of these General Conditions, these Contractual Documents must always identify the Order and/or Quotation and/or Contract number and/or a sufficient identification of the contract to which they refer.
- m) **Company Material/Personnel:** refers to the material means and/or personal means provided by WOSHIP, and/or owned and/or employed by WOSHIP.
- n) **“HUB Agency”:** means the entity acting as a HUB Agent, providing treasury services to the Client in the ports of call, worldwide, always via Subcontractors.
- o) **“Treasury Agent”:** means the Company's ability to act as a HUB Agent in charge of managing payments and collections with Suppliers or Subcontractors, but always in the name and on behalf of the Client.
- p) **Authorised or Authorisation:** refers to being authorised or having written authorisation.
- q) **State Body:** means any court, arbitrator, agency, foundation, department, inspectorate, minister, ministry, regulatory body, securities commission or any other authority, official or public, or any person having legal authority (whether independent or not) having jurisdiction over either or both of the parties in respect of any matter contemplated by this Agreement, whether local or provincial or regional or state or supranational.
- r) **Shipping Agent:** Person/Company that on behalf of the Shipowner/Ship Operator takes care of the material and legal arrangements necessary for the clearance and other services to the ship in port, either directly or through subcontracting.
- s) **Shipowner/Carrier:** Whoever, whether or not he is the owner, has possession of a ship or vessel, directly or through his dependents, and engages it in navigation in his own name and under his own responsibility.



- t) **Ship Operator/Carrier:** A natural or legal person who, using his own or another's merchant vessels, is engaged in the operation of such vessels, even if this is not his main activity.
- u) **Bill of Lading:** An enforceable document which, inter alia, confirms the receipt and delivery of goods carried by a sea carrier.
- v) **Code of Ethics and/or Code of Conduct:** document(s) that sets out the rules and values that make up the ideology, mission, conduct and objectives of an entity or company, in compliance with laws, regulations, contracts, procedures and ethical principles.

1.3 INTERPRETATION:

1.3.1 Unless expressly stated otherwise in writing in the Order/Quotation Confirmation or in the Contract or other Special Conditions agreed between the parties, the terms of these General Conditions shall prevail over any terms contained in such documents that contradict these GTC. Likewise, these General Conditions will prevail over other terms implicit in the laws, commerce, custom, practice or the course of negotiations that are contradictory to them, as long as this interpretation is not contrary to the necessary applicable law and/or Public Order. The General Conditions of contracting or other general terms of the Client or the Supplier will never be applicable in what contradicts the present General Conditions.

1.3.2 Words in the singular include the plural, and vice versa, if the context makes this necessary.

1.3.3 The headings of the General/Particular Conditions, the Contract, and the Order/Quotation Confirmation are intended for reference purposes only and shall not be considered as parts thereof or serve for the interpretation or elaboration of the Contract.

1.3.4 Agreements, instructions, notifications, authorisations and acknowledgements of receipt may be made orally or in writing. In any case, the parties shall always try to reflect in writing the agreements reached and their particularities, before, during or after the performance of the Services.

1.3.5 Any review, Authorisation or acknowledgement by WOSHIP shall not exclude the Client/Supplier from any liability or obligation under the Contract.

1.4 SURVIVAL CLAUSE:

If any clause of these GTC, or a part of them, is declared by a Judge or Institution with sufficient competence and capacity as: null, invalid or inapplicable, or if it is considered that there is any omission of information by or against WOSHIP, the rest of the clauses of these contracting conditions will continue to be fully valid and applicable.

1.5 COMMUNICATION AND LANGUAGE:



1.5.1 All contractual documents and communications shall be drawn up in the same language as the Request and/or the Quotation and/or the Contract. If this is not possible, the parties shall provide evidence that they adequately understand the alternative language used and that they can adequately understand the content of the information, instructions and Contract Documents received or supplied in such language.

1.5.2 The communications, notifications, or requirements that WOSHIP addresses to the Client/Supplier will be fully effective when they have been sent by the contact method provided by the Client/Supplier or are sent by means of any system/address that is the usual form of communication between the Parties. The Client/Supplier, by using a means of communication for contracting, is granting the same the quality of apparent representation, so that the Client/Supplier cannot later deny the representation thus granted to said means of communication.

1.5.3 Unless otherwise indicated, any communication, notification or request to WOSHIP, in order to be effective, must be sent by the contact method provided by the Company, and/or to the e-mail address from which the Quotation and/or the Order and/or the Contract is made, as well as to all those included in the copy, always including the general e-mail address: woship@woship.com

1.5.4 Only under prior, express, and written agreement between the Parties, the Company may agree to carry out procedures and communications using the internal management computer system, or similar, of the Client/Supplier. In such case, the Company is not responsible for the correct management and/or maintenance and/or sending and/or receipt of such procedures and communications by the Client/Supplier.



2.- THE PARTIES

2.1 LEGAL STATUS OF THE PARTIES:

2.1.1 The Company and the Client/Supplier shall be referred to individually as a "Party" or collectively as "Parties" under these terms and conditions.

2.1.2 The Client/Supplier shall have the legal status of an independent contractor with respect to WOSHIP, and nothing contained in or relating to the Contract shall be interpreted as establishing or creating between the Parties a relationship of employer and employee, or similar. In no event shall any representative, agent, employee or subcontractor of either Party be considered an employee or agent of the other Party, and each Party shall be liable only for claims arising out of or relating to the employment by it of such persons or entities.

2.2 ASSIGNMENT AND SUBCONTRACTING:

2.2.1 The Client/Supplier may not assign, novate, transfer, charge, sub-contract or otherwise deal in any way (including by change of ownership or control, operation of law or otherwise) with all or any of its rights or obligations under the Contract, including payment, without the prior express written consent of the Company.

2.2.2 At its sole discretion and without conditions, the Company may subcontract the Services/Supplies to be performed on behalf of the Client, without WOSHIP having to



hold the position of Shipping Agent or similar at the place where the Services are provided.

2.2.3 The Supplier and/or its agents will in any case authorise the Company to carry out periodic monitoring and control of its compliance with the present GTC, as well as with any other aspect of the Contract, collaborating fully and with total transparency with WOSHIP for this purpose, providing the internal information/documentation that may be required. Failure to comply with this obligation may be cause for breach of contract for all purposes.

2.2.4 The Supplier and/or its agents shall maintain appropriate internal policies and procedures, performing and delivering the Service in accordance with local laws, rules and customs, making appropriate periodic checks, to comply with the obligations contained in these GTC and the other Contract Documents, taking appropriate steps to ensure that all transactions are accurately recorded and reported in its books, minutes and records in order to properly reflect all activities performed.

2.2.5 The Supplier shall only enter into agreements and/or Contracts with Subcontractors and/or agents that comply with the above obligations.

2.2.6 The Supplier, its employees, agents, and subcontractors undertake to comply with the Code of Ethics and Conduct for Suppliers, as well as the anti-corruption policy of the Client or Principal in force from time to time, as well as its subsequent updates. To this end, the Company may request, and the Supplier must sign the express commitment to the said Code of Ethics and Conduct for suppliers, as well as the Client's or Principal's anti-corruption policy.

2.2.7 In any case, the Supplier or Subcontractor shall be solely responsible for the Services/Supplies directly provided/performed to/for the Client.

2.3 REPRESENTATION:

2.3.1 The signing of Bills of Lading by the Shipowner/Ship Operator or the Charterer, represented by WOSHIP and/or its Supplier and/or Subcontractor, and the contracting of services complementary to maritime transport, is always carried out on behalf of and in the name of the Shipowner/Shipper or the Charterer identified in the Bill of Lading and/or in the Contract Documents.

2.3.2 The invoicing of freight, import charges and/or complementary transport services by WOSHIP does not confer on it the status of Carrier, as these functions are specific to its status as HUB Agency.

2.3.3 The Client undertakes not to bring a liability action against WOSHIP and/or its Supplier and/or its Subcontractor for loss or damage of any kind to goods or persons (including commercial, indirect and/or delay damage), occurring during the performance of the transport contract. Likewise, the Client irrevocably undertakes to hold WOSHIP completely harmless and safe from any claim for loss or damage to the goods or any other claim arising from the contract of carriage; this indemnity shall include the principal, costs, interest, and any other expenses and/or damages that such claim(s) may involve for WOSHIP. The Client shall reimburse WOSHIP for such damages, economic consequences and/or expenses within five (5) calendar days from the submission of the corresponding claim for reimbursement by the Company.



3.- EXECUTION AND MODIFICATIONS OF THE CONTRACT

3.1 PRICE AND METHOD OF PAYMENT:

3.1.1 The price for the Services shall be the price set out in the Order Confirmation/Quotation, which shall be deemed to be accepted if no objection has been previously received by the Client in the manner and within the time specified by the Client when carrying out any activity related to the performance of the Service. As a general rule, unless other thing expressly agreed in writing between the parties, together with the Quotations and before performing the Service, an advance of funds will be requested to Client. Once the operation is completed, the Company will issue the corresponding invoice for the Service, which must be paid within a maximum period of ten (10) calendar days from the date it was sent to the Client.

3.1.2 The price of the Services shall be the price set out in the Order/Quotation Confirmation, which shall be deemed to be accepted if no objection has been previously received by the Client in the manner and time set out in the Order/Quotation Confirmation at the time any activity related to the performance of the service is carried out.

3.1.3 WOSHIP may, by notice to the Client at any time prior to delivery, increase the price of the Services to reflect any increase in cost due to:

a) Any circumstances beyond the Company's control (including exchange rate fluctuations, increases in taxes and duties, changes in the price of fuel, and increases in labour, materials and other costs relating to the Service);

b) Any request by the Client to change the delivery date(s), place, quantities or types of services requested, or the specification thereof;

c) Any delay caused by any instruction from the Client or by the Client's failure to give the Company adequate or accurate information or instructions.

3.1.4 The price of the Services does not include Value Added Tax (VAT) or any other applicable tax, unless expressly stated by the Company.

3.1.5 The Client/Supplier shall pay all sums due under the Contract in full, without any deduction or withholding, except as required by applicable law, and under no circumstances shall the Client/Supplier be entitled to assert any credit, set-off or counterclaim against the Company to justify withholding payment of any such sums in whole or in part, or to justify withholding any goods. Lien on the goods which is expressly waived by the Supplier. The Company may at any time, without limiting any other rights or remedies it may have, set off against any amounts owed to it by the Client/Supplier. The Company shall have a right of retention on the goods that have caused the expenses, costs or fees that make up the Company's credit and, if exercised this right, the Client does not pay the credit claimed by WOSHIP within forty-eight (48) hours, the Company may request the sale of all or part of the retained goods in order to collect its credit.

3.1.6 The Company may invoice the Client for the Services at any time after their performance, unless otherwise specified in the Service Confirmation or the Contract. Likewise, it may request a provision of funds prior to the performance of the Service when required to meet payments of certain costs, deposits, bonds, or other.

3.1.7 The Client shall pay the Company's invoices in full to the bank account designated by the Company upon receipt of the invoice, within thirty (30) calendar days from the date of issue if agreed in writing.



3.1.8 The Company shall pay the Supplier any sums due during the month following the reception of the invoice, unless another longer period has been stipulated in the Contract, into the account designated for this purpose by the Supplier.

3.1.9 In the case of services subcontracted to the Supplier by the Company in its capacity as shipping agent, payment shall be made during the month following receipt of the invoice, provided that the Client/ Company's Principal has previously paid the Company for them. If payment has not been received within this period, payment will be made on receipt of the Client's/Principal's payment.

3.1.10 In the event that the Service has been performed only in part, and only if it continues to fulfil the purpose for which it was requested, the Supplier shall be paid pro rata the price for the Service actually performed.

3.1.11 If the Client fails to make any payment due to the Company under the Contract by the due date for payment, the Company may suspend performance of the Contract until all outstanding payments have been received. If the Client has not paid any sum due within twelve (12) hours of WOSHIP's demand, WOSHIP shall be entitled to terminate the Contract by giving written notice to the Client by the usual means of contact and to claim compensation for all damages or losses it may have incurred.

3.1.12 In the event of late payment of invoices by the Client, a late payment interest rate of 15% or that resulting from the application of Law 3/2004, of 29 December, establishing measures to combat late payment in commercial transactions, as amended by Law 15/2010, of 5 July, and its subsequent amendments and concordant and/or related laws, shall be applied. Whichever is greater of the two.

3.2 EXECUTION OF THE CONTRACT:

3.2.1 The Client/Supplier must provide WOSHIP with all the data and documentation necessary to properly perform/receive the agreed Service.

3.2.2 In any case, the Suppliers/Subcontractors shall maintain "general coordination" with WOSHIP and the Client in the performance of the Services/Supplies. In all cases, WOSHIP will be informed of the operations carried out by the Supplier in favor of the Client, and kept in copy as well in all communications maintained due to the actuation.

3.2.3 The Supplier shall keep the Company informed, on a regular basis, of any changes in rules and regulations, or conditions of the port itself and/or its way of working, affecting the port in which the Client operates.

3.2.4 The Client/Supplier, or the duly identified person authorised by him, shall sign and stamp the delivery notes or receipts required for each delivery of supplies or performance of services, as agreed between the parties.

3.2.5 In the event that the Supplier performs any work/supplies extra and/or not foreseen in the Contract, and/or incurs any additional expense unilaterally established by the Client and not provided for in the Contract Documents, the Client shall inform the Company in writing as soon as it becomes aware of the need, agreeing in advance and in writing with the Company the details and cost for such unforeseen service.

3.2.6 WOSHIP is entitled to claim from the Client, without limitation, any additional and/or unforeseen costs incurred by the Company and/or its Subcontractor following the Client's



instructions or by reason of the Service to be performed, including those caused by the delay of the Client or third party.

3.2.7 WOSHIP is entitled to claim from the Client/Supplier any damage and prejudice suffered as a result of not being able to perform/receive the Service as agreed if the impediment or obstacle to performance is due to the conduct of the Client/Supplier, its employees, its dependents, its subcontractors, its clients and/or agents, or falls within the sphere of responsibility of any of them.

3.3 GUARANTEE AND QUALITY:

3.3.1 The Supplier shall ensure that the Service conforms to the Company's requirements.

3.3.2 WOSHIP guarantees that the Service complies with the Client's requirements, unless there has been gross negligence or wilful misconduct on the part of the Client, or supervening cause.

3.3.3 In the event that the Client considers that the Service has not been performed as agreed, the Client shall immediately inform the Company, within a reasonable time and not more than twenty-four (24) hours from the discovery that the Service(s) does not comply with the established guarantee. In this case, the Client shall provide any information, clarification or means of inspection that the Company or its insurance company may wish to carry out with regard to the possible incident.

3.3.4 The Company, at its option, may choose with the Client to: (i) perform the Service again; (ii) refund the price of the Service to the Client, without, in any case, the Client being entitled to make any further claim.

3.3.5 In the event that the Company considers that the Service received from the Supplier has not been performed as agreed, it shall notify the Supplier within a reasonable time and not more than twenty-four (24) hours of discovery.

3.3.6 The Company, at its option and subject to claiming payment for any damages caused or likely to be caused to it, may elect with the Supplier to: (i) request that the Service be performed again; (ii) request a refund of the price paid.

3.3.7 WOSHIP shall not be liable for non-compliance or failure to provide the Service in any of the following cases:

a) If, after giving notice of the defect in the Service, the Client/Supplier fails to provide the necessary information and/or remedy and/or review and/or inspection required by the Company or its insurance company for the assessment of the defect.

b) If the Client requests the same Service from another entity without previously informing the Company of the alleged defect in the service, or before the Company can choose one of the two above mentioned options (3.3.4).

c) If the alleged service defect arises because the Client/Supplier did not follow good practice with respect to the performance and/or management of the Services.

d) The failure or damage arises as a result of the Company following any instructions or information supplied by the Client/Supplier.



e) The failure or damage arises as a result of willful damage or negligence of the Client/Supplier or a third party, and/or failure to comply with the Company's instructions before, during or after the performance of the Service.

3.4 RESCISSION:

3.4.1 The Parties may terminate the contract, in whole or in part, by giving fifteen (15) days written notice to the other party.

3.4.2 In the event that the termination of the Contract is caused by the other Party's breach, the Party intending to terminate the Contract may do so by giving twenty-four (24) hours' written notice.

3.4.3 The commencement of conciliation or arbitration or court proceedings shall not in itself be deemed to be "cause" for termination of the Contract.

3.4.4 In any case, the Client shall pay the outstanding amounts, which shall be considered automatically due on the date of termination, as well as the Services already ordered from the Company if their cancellation is not possible.

3.4.5 The Client/Supplier shall continue to fulfil its contractual and legal obligations in respect of the active Services at the time of termination and until termination becomes effective, avoiding in any case causing damages of any kind to the Company.

3.4.6 Without forfeiting any of its rights and remedies, the Company may automatically and immediately terminate the Contract, in whole or in part, without giving prior notice to the other Party or incurring any liability, in the event of a breach of contract by the Supplier for any of the following reasons:

a) Supplier is in breach of any term of this Agreement which, if capable of correction, is not corrected by Supplier within five (5) calendar days of written notice by WOSHIP of such breach.

b) The Supplier's situation falls within the scope of clause 8.8.

c) The Supplier is guilty of a serious or persistent breach of the Contract.

d) The Supplier commits any kind of gross negligence that affects the Contract, its purpose or the Company's business.

e) In the reasonable opinion of WOSHIP, the Supplier is incompetent or negligent in the performance of the Service.

f) The Supplier commits any fraud or dishonest act which, in the opinion of WOSHIP, brings, or is likely to bring, the Supplier and/or WOSHIP, and/or any of their affiliates or agents into disrepute, or adversely affects their interests.

3.5 FORCE MAJEURE:

3.5.1 Neither Party shall be liable for any failure or delay in the performance of its obligations under the Contract to the extent that such failure or delay is due to a force majeure event.



3.5.2 Force majeure event means an event that is beyond the reasonable control of a Party and that, by its nature, could not have been foreseen or, if foreseen, would have been unavoidable.

3.6 DOCUMENTATION:

3.6.1 The full clauses of the Client/Shipowner/Ship Operator's Bill of Lading are fully applicable to the contracted carriage and, by extension, to the HUB Agent or similar.

3.6.2 If the goods being transported are delivered following the instructions of the Client and/or Carrier, with or without the corresponding Bill of Lading being presented, or due to the Client's error, WOSHIP and/or its Subcontractor shall not be held responsible for any direct, indirect or consequential damage or loss that such a decision by the Client and/or the Carrier may cause to third parties, and in any case the Client and/or the Carrier shall be solely responsible for such a decision and its consequences.

3.6.3 In the hypothetical event that a liability action, whether in contract or tort, is brought against WOSHIP for loss or damage of any kind to the goods carried or any damages whatsoever (including commercial and delay damages), WOSHIP may avail itself of the terms of the Client/Shipper/Ship Operator's Bill of Lading covering such goods, and may use for its benefit all limitations, benefits and exemptions provided in the Bill of Lading, including the applicable law and jurisdiction clause, international conventions, laws and regulations applicable to the carriage as if it were the Carrier. To this end, the Client warrants that it will include in the terms and conditions of the Bills of Lading and/or contracts of carriage such provisions, including the "Himalaya" clause, as may be necessary to make the provisions of this paragraph enforceable by the Company against claimants under the contract of carriage.

3.6.4 In any of the cases, the Client will hold the Company harmless in the event of being affected by the possible claims mentioned or derived from the Client's activity, who will assume all the expenses for the protection and defence of the Company's interests, including legal and judicial costs, being fully applicable what is indicated in condition 2.3.3 of the present General Conditions.

3.6.5 Upon termination of the Contract for any reason whatsoever, the Supplier shall return to WOSHIP all Contract or Contract-related Documents which WOSHIP provided to it for the performance of the Contract and which it is entitled to require from it, or to request it to transfer them, with or without the Service itself, to another Supplier previously designated by WOSHIP.

3.6.6 The Client/WOSHIP has the right to request any *Compliance* documents and/or Code of Ethics from the Local Agent/Supplier to corroborate that they comply with the requirements demanded by the Client/WOSHIP.

4.- SPECIFIC CLAUSES: PROVISION OF SERVICES

4.1 MAIN CHARACTERISTICS OF THE OFFERED SERVICES:

4.1.1 The Services provided by WOSHIP are those of "HUB Agency" and "Treasury Agency". Local Agents/Suppliers/Subcontractors will always act in the name and representation of the Client.



The Client and the Supplier/Subcontractor will maintain direct contact at all times to issue and receive the appropriate instructions before, during and after the ship's call, being the Supplier/Subcontractor obligated to provide the Client with any information or document that may be required within the exercise of their functions.

4.1.2 When WOSHIP acts as a mere Treasury Agent, without intervening in other operations, its functions will be limited to managing payments and collections between the Subcontractor/Supplier and its Client, being exonerated from any responsibility once the agreed funds have been duly transferred.

4.1.3 Any activity related to the issuance of documents in the name and on behalf of the Client or Shipowner/Ship Operator or the Charterer, handling of incidents and/or claims, assistance to surveyors, P&I representatives, and similar services, shall be done only upon prior, express and written agreement with the Client.

4.1.4 The Client/Supplier is responsible for the veracity of the descriptive data on the state of affairs and/or circumstances of the Service requested/offered. The Supplier is obliged to keep WOSHIP, and the Client/Principal promptly informed of any circumstances that affect or may affect the provision of the Service.

4.1.5 In any case, the Client/Supplier will indemnify WOSHIP for all losses, damages, delays, breakdowns, penalties and/or expenses that may be incurred as a result of any inaccuracies that may have been made in these matters. In addition, the Company reserves the right to make, at the time of the provision/reception of the service, any protest it deems appropriate or necessary.

4.1.6 The Client/Supplier undertakes to comply with all contractual and legal requirements, as well as to make all formal notifications to be made to the competent maritime and/or administrative authorities and/or State bodies before, during or after carrying out the Service, as well as to obtain all required permits and licences, keeping WOSHIP duly informed.

4.1.7 Neither the Company, nor any of its employees, officers, servants, agents, subcontractors and/or assistants shall be liable for any reckless or negligent conduct of the Client/Supplier in the performance of its obligations to State Agencies. The Client/Supplier shall hold the Company, its employees, managers, employees, dependents, agents, subcontractors and/or assistants harmless from any claim and/or sanction they may receive due to the lack of collaboration, recklessness and/or negligence of the Client/Supplier in the fulfilment of its obligations with the State Bodies. This indemnity shall include the principal, costs, interest and any other expenses and/or damages that such claim(s) may entail for the Company or its employees, directors, employees, employees, agents, subcontractors and/or assistants. The Client/Supplier shall reimburse WOSHIP for such damages, economic consequences and/or expenses, within five (5) calendar days from the presentation of the corresponding claim for reimbursement by the Company.

4.1.8 The Services as a "HUB Agency" and "Treasury Agency" are provided by the Company in the name and on behalf of the Client; in consideration thereof, the Client undertakes to hold the Company harmless from any loss, damage, expense and/or consequential damage that may arise from any liability that the Company may incur as a result of its acting as "HUB Agency", whether arising by law or custom or otherwise, in particular, any liability that the State Ports and Merchant Marine Act (Consolidated Text of 2011), or any other body of law, imposes jointly and severally on the Shipping Agent of a vessel, by reason of the fact that it is a Shipping Agent. This indemnity shall include



the principal, costs, interest and any other expenses and/or damages that such claim(s) may entail for the Company or for its employees, managers, dependents, agents, subcontractors and/or assistants. The Client must reimburse WOSHIP for such damages, economic consequences and/or expenses within five (5) calendar days from the presentation of the corresponding claim for reimbursement by the Company.

The Client/Supplier will keep WOSHIP, in any case, harmless and exonerated from all liability regarding the services agreed between them, and those executed following the Client's instructions.

4.1.9 The Company acts at all times, solely as a "HUB Agency" or "Treasury Agency" on behalf of the Client. Therefore, any information and documentation (the "Information") provided to the Client outside of the obligations of a "HUB Agency" or a "Treasury Agency" is guidance only, provided in good faith, and the Company cannot vouch for its accuracy. Accordingly, the Company shall not be liable to the Client for the accuracy of the Information, nor for any errors or omissions in the compilation and preparation of this Information. The Company shall not indemnify the Client for any loss, damage or cost resulting from the use of or reliance on the Information.

Nor shall the Company be liable to the Client for any errors or omissions in the performance of the Client's instructions/requests/Contract/Order where such instructions/requests/Contract/Order are outside the duties of the "Hub Agency" (or assimilated) as defined in English Law and/or Spanish Law. The Company shall not indemnify the Client for any loss, damage or costs arising out of or in connection with the same.

4.1.10 The Client (intended recipient) shall not use the Information as a basis for any report to State Authorities or Organisations or for any decision of the Client (commercial, operational or otherwise).

4.2 PERFORMANCE OF THE SERVICES:

4.2.1 The Client guarantees WOSHIP the accuracy of the declaration of the services and supplies ordered with regard to their characteristics, description, marks, numbers, quantity, weight and volume, and the Client shall be liable for any losses, damages, breakdowns and/or penalties that may arise from the inaccuracy of the aforementioned data, even when such inaccuracies or deficiencies appear in operations not directly carried out by WOSHIP.

4.2.2 The Client is obliged to inform WOSHIP of the dangerous and/or fragile nature or subject to specific regulations of the Services requested, and of the specific precautions to be taken, if any.

4.2.3 The Company and/or its Subcontractor may be subject to the limitations and delays inherent to the external services arranged or to the acquisition of the documentation required to perform such functions, a fact that the Client is aware of and accepts.

4.2.4 When necessary, WOSHIP will provide the Supplier with the Client's declaration of the Services and supplies requested, and the Company shall not be liable for any losses, damages, breakdowns and/or penalties that may be caused to the Supplier or to third parties by the inaccuracy of the aforementioned data.

4.2.5 The Client/Supplier assumes full responsibility for the Service. In the event of non-delivery or delay in performance for reasons attributable to the Client/Supplier, the



Client/Supplier assumes responsibility for the payment of all costs incurred and/or extra costs until final delivery/performance. The recipient of the Service, if different from the party contracting the service, shall be jointly and severally liable with the latter for the costs incurred.

4.2.6 The Client must make a written protest to WOSHIP within twenty-four (24) hours of the performance of the Service or delivery of the supply. Without prejudice to the foregoing, the Client shall be obliged to allow WOSHIP, or the person designated by it, to inspect the incident, providing all the information and collaboration required, as well as all the related documentation. In the absence of such written protest within the aforementioned period, the Client shall be precluded from claiming any liability whatsoever from the Company for the services provided by them.

4.2.7 In the event of an incorrect/deficient Service by the Supplier, WOSHIP will inform the Supplier within twenty-four (24) hours following the performance of the Service or delivery of the Supply. The Supplier shall be obliged to allow WOSHIP, or the person designated by it, to inspect the incident by providing all the information and collaboration required, and by providing WOSHIP with all the documentation related to and/or necessary for its claim.

4.3 THE PERSONNEL:

4.3.1 The Company shall be responsible for the professional and technical competence of the Personnel and/or Subcontractors assigned to work in the execution of the Service, as well as for respecting the applicable labour regulations.

4.3.2 The Client/Supplier shall be responsible for requiring its personnel to comply with the obligations acquired with the Company and stipulated in the Contract, in due time and form, as well as to respect the labour regulations applicable to them.

4.3.3 The Client is responsible for ensuring that all the ship's crew (those on board and replacement crew) have the documentation and certificates required for entry and free circulation in the countries where the vessel calls.

4.3.4 The qualification of Personnel proposed by the Supplier to assist in the Contract may be examined by the Company before such Personnel perform any duties under the Contract. The Company may justifiably refuse to accept the Supplier's Personnel whom it considers unqualified for the performance of the Contract.

4.3.5 The possible collaboration between Company Personnel and Supplier Personnel within the framework of the Contract shall not give rise to any legal relationship or obligation between them.

4.3.6 In the event that the site/place of work is the Client's premises/vessels, the Client undertakes to inform the Company of the specific needs of its place of work, as well as to coordinate with WOSHIP and/or its Subcontractor the diligent and safe way of executing the Contract.

4.3.7 If the Client/Supplier, their employees, agents or dependents are in the installations or means of transport owned by the Company, they must respect the instructions and indications provided by WOSHIP, always obliging themselves to act in a diligent and responsible manner under penalty of being warned by the Company and being claimed, they and/or their insurers, in the event that their conduct generates any type of



responsibility or damage and prejudice to the Company or third parties, and/or generates responsibilities or sanctions of any type before the State Organisations.

4.4 MATERIALS:

4.4.1 The Client shall not dispose of or make use of any Material of WOSHIP and/or its Subcontractor without the express written permission of the Company.

4.4.2 In the event that the Client/Supplier manipulates the Company's Material, the Client/Supplier shall be fully liable for the damages generated by its employees, agents or dependents, whether by an act, omission or negligence, or by poor coordination or use, leaving the Company exempt from any liability and with full capacity to claim direct, indirect and consequential damages that such collaboration and/or use may have generated to it and/or to third parties.

4.5 PREVENTION OF OCCUPATIONAL RISKS AND COORDINATION OF BUSINESS ACTIVITIES:

4.5.1 The Client/Supplier shall comply with all provisions in force regarding the Prevention of Occupational Risks at the time of the conclusion of the Contract.

4.5.2 The Supplier/Subcontractor shall designate a duly trained safety officer, who shall ensure compliance with all the regulations in force on the Prevention of Occupational Risks and Health and Safety at Work, as well as with the additional internal requirements and regulations in this area that other companies have implemented at any given time in the centres owned by them where the services are to be provided, such as on board the vessel being served or in port facilities owned by other entities.

4.5.3 In the event that the Supplier performs all or part of the Services in the workplaces of another entity, such as the Client, the vessel served or port facilities, in conjunction with the activity of said entity and/or possibly other companies and self-employed workers, the following shall apply:

- The Supplier shall ensure that these other companies, including the Client, provide the Supplier, prior to the commencement of the provision of the Services and/or performance of the work, with sufficient information in writing on the risks specific to the work centre where the services are to be provided and/or the work is to be performed and which may affect the Supplier's activities, providing the necessary instructions for the prevention of the risks existing in the work centre that may affect the Personnel and the measures to be adopted when an emergency situation arises.
- The Supplier shall take this information into consideration in the assessment of the risks of its own activity, and in the planning of its preventive activity, and shall comply with the instructions and orders given by these companies regarding the prevention of occupational risks.
- The Supplier shall provide these entities, and the rest of the companies and self-employed workers that carry out activities in their facilities, prior to the start of the provision of the Services and/or performance of the work, with sufficient



information in writing on the specific risks of the activities to be carried out and which may affect them and, in particular, on the risks that may be aggravated or modified by the concurrence of activities in the same work centre.

- The Supplier shall ensure that these companies, once they have received the information referred to in the previous paragraph, provide the Supplier with instructions for the prevention of the risks existing at the work centre that may affect their Personnel, and on the measures to be applied in the event of an emergency.

4.5.4 When article 65 of the Spanish State Ports and Merchant Marine Act is applicable, the Supplier/Subcontractor acting as Shipping Agent shall assume the obligation of coordination of business activities as consignee in the cases indicated in said article.

4.5.5 In the event that for the provision of the Services or Supplies, workers from more than one entity must concur, the Client must collect and transmit to the Company all relevant information and/or documentation on occupational risk prevention, safety, health and hygiene at work that is necessary for the coordination of the concurrence of the workers, the Client assuming all responsibility for any damages that may arise from the non-fulfilment of this obligation.

4.5.6 In any case, the Client/Supplier undertakes to hold the Company harmless for any damage or loss, financial consequence and/or expense that WOSHIP suffers or may suffer as a result of non-compliance with the above. Whenever possible, the Client/Supplier shall be liable in the first person to the third-party claimants for such damages, financial consequences and expenses (including legal), fully releasing the Company from them.

4.5.7 When it is not possible for the Client/Supplier to assume in person such damages, financial consequences and/or expenses, the Client/Supplier must reimburse WOSHIP for such damages, financial consequences and/or expenses, within five (5) calendar days from the presentation of the corresponding claim for reimbursement by the Company.

5.- CONFIDENTIALITY OF DOCUMENTS AND INFORMATION

5.1 The information and data that WOSHIP considers to be exclusive and/or confidential and/or that it delivers or discloses during the execution of the Contract to the Client/Supplier, will be kept confidential by the Client/Supplier, unless it obtains prior written authorisation from the Company to disclose it.

5.2 The Client/Supplier shall act with the same care and discretion as it acts with respect to similar information of its own which it does not wish to disclose, publish or disseminate and shall use the Company's information only for the purpose for which it was disclosed and may disclose such information to its employees, representatives and agents only when they have a need to know such information for the purpose of performing obligations under the Agreement; and/or to the employees, representatives and agents of any legal entity which the Client/Supplier controls, controls it or with which it is under common control, only when they have a need to know such information for the sole purpose of performing obligations under the Contract.

5.3 The obligation of the Client/Supplier not to disclose the information to a third party shall not apply if:



- It is in the public domain, and/or
- Was in the possession of the Client/Supplier prior to the award of the Contract, and/or
- It comes from third parties who would be entitled to disclose such information, and/or
- The Client/Supplier is obliged to hand it over to the State Agencies or authorised public entity.

5.4 These confidentiality obligations and restrictions shall remain in force for the duration of the contract, including any extension thereof, and, unless otherwise agreed by the parties, shall remain in force after the termination of the contract, without time limit.

5.5 The Client may not require WOSHIP to destroy Contract Documents whose archiving is required in order to comply with national, European or international legal requirements applicable to the Service and/or its activity.

6.- LIENS AND ENCUMBRANCES

The Client/Supplier shall not create or permit any lien, security interest or other encumbrance in favour of any third party to be registered or remain registered in any public office against any money due to the Company or which may become due for any Service performed, or goods or materials supplied, under the Contract, or on account of any other demand or claim.

7.- LICENCES, PERMITS AND CONSENTS

7.1 The Client/Supplier shall obtain and maintain in force at all times all licences, permits, authorisations, certifications and consents necessary to perform its obligations under the Contract.

7.2 The Clients/Supplier shall inform WOSHIP of all licences, permits, authorisations, certifications and consents that the Clients/Supplier knows (or should reasonably know) and is required to obtain and maintain in connection with the performance/receipt of the Services.

7.3 The Client/Supplier shall not, at its own risk, do or omit to do anything which may cause WOSHIP to forfeit any licence, permission, authorisation, certification, and consent relied upon by the Company to carry on its business or to perform the Contract.

8.- CLAIMS

The Client/Supplier understands that its failure to comply with any specification or agreement of the Contract Documents will cause all resulting or related damages to be borne by the Client/Supplier, and WOSHIP reserves all its rights and actions to claim against the Client/Supplier, its insurers, its employees, dependents and/or agents.

8.1 UNWAIVABILITY OF RIGHTS:

The failure of either Party to exercise any rights available to it, whether under the Contract or otherwise, shall in no event be deemed to constitute a waiver by the other



Party of any related rights or remedies, nor shall it relieve the Parties of any of their obligations under the Contract.

8.2 JURISDICTION AND APPLICABLE LAW:

The Parties shall use their best endeavours to settle amicably any dispute, controversy or claim arising out of the Contract or its breach, termination, or invalidity.

If the Parties wish to reach such an amicable settlement by conciliation, the conciliation shall be conducted in accordance with applicable international and national law, or in accordance with such other procedures as the Parties may agree in writing.

If an amicable agreement is not possible, the Parties submit, always and in any case, to the exclusive jurisdiction of the Courts of Tarragona (Spain) for the resolution of any dispute arising between them in relation to the Services that are the object of the Contract, thereby waiving any other applicable jurisdiction and agreeing that the Contract shall be subject to Spanish law. Any agreement to the contrary shall be automatically invalidated.

8.3 DISCLAIMER AND LIMITATION OF LIABILITY:

8.3.1 In the execution of the provision of services, WOSHIP is exonerated from any liability for any damages suffered/caused by Client/Supplier Personnel or Material not related to WOSHIP.

8.3.2 The Client/Supplier will hold WOSHIP harmless from any liability that may be demanded of it by third parties, the State, Autonomous or Local Administration, or international organisations, this indemnity commitment including damage caused to equipment/elements/property not belonging to WOSHIP, and the Client/Supplier must have contracted and in force sufficient insurance policy/s to cover these risks.

8.3.3 WOSHIP shall be exonerated from any liability in choosing (*in eligienco*) if its choice of Subcontractor has taken place in accordance with the instructions received from the Client and/or if WOSHIP has chosen a suitable Subcontractor to perform the service in accordance with general market standards. In these cases, WOSHIP may waive the exercise of its rights against said Subcontractors by assigning them in favour of the Client.

8.3.4 WOSHIP shall also not be liable for any loss or damage that the Client/Supplier may suffer if any of the circumstances listed below are among the possible causes of such loss or damage:

- a) Act or omission, guilty or not, of the Client/Supplier or its authorised representative and/or its employees and dependents and/or its subcontractors.
- b) War, hostilities, rebellion, revolution, insurrection, usurpation of power or seizure, nationalisation or requisition by or under the orders of a Government or public or local or international authority.
- c) Strike, lockout and other industrial disputes affecting labour.
- d) Adverse natural phenomena.



- e) Force majeure, in accordance with the provisions of article 1.105 of the Spanish Civil Code.
- f) Terrorism, Theft or intentional Acts of third parties.
- g) Computer attacks, cyber-attacks, digital identity theft, etc.
- h) Use of weapons, nuclear weapons, nuclear and/or radioactive substances.
- i) Declaration of epidemiological or health emergency by the authorities, including COVID 19.
- j) Fire or explosion.
- k) Other grounds for exemption established in the Conventions or national legal provisions in force.

8.3.5 WOSHIP or its Subcontractor shall not be held responsible for the performance of the transport carried out by its Client.

8.3.6 In the event that the applicable legal system allows the Carrier's liability to be extended to the "HUBAgency" or "Treasury Agency" or similar, the liability of WOSHIP may in no case exceed that which would correspond to the actual Carrier in accordance with the legislation in force. In particular, WOSHIP shall have the right to limit its liability in accordance with Law 14/2014 on Maritime Navigation, State Ports and Merchant Navy Law, the Hague Visby Rules, Hague Rules, or other national and international rules that may be applicable as indicated in the Bill of Lading and may also make use of the contractual limits of liability provided for in the Shipowner/Ship Operator's Bill of Lading. This is without prejudice to the obligation of the Client/Carrier to hold WOSHIP harmless as set out in condition 2.3.3 and concordant of these General Conditions.

8.3.7 In relation to the rest of the services provided by the Company, the limits and deadlines provided for in the applicable regulations for that specific performance or task will apply. WOSHIP's total liability to the Client/Supplier in respect of all losses or damages arising under or in connection with the Contract shall be limited to and under no circumstances exceed the total price of the Services/Supplies, and no indirect, commercial or consequential damages of any kind shall be assumed.

8.4 LIMITATION OF ACTIONS:

Unless otherwise stipulated in the Contract, the Company shall be exonerated from all liability for the provision of the Services if the action against it is not brought before the competent courts within a maximum period of one (1) year from the end of the provision of the Service, or, if the Service has not been provided, from the time when it should have been completed under normal conditions. This period is of expiry and therefore the Client's/Supplier's right to claim will be extinguished unless the action is brought within the period indicated above.

8.5 INSURANCE AND LIABILITY:

8.5.1 The Company and the Client/Supplier shall have in force and effect compulsory insurances covering all their activities and risks, including those assumed for or during the execution of the Contract and its possible extension. At the time of the



Order/Quotation Confirmation it is presumed that the Client/Supplier has contracted and in force the Civil Liability insurance against third parties sufficient to meet all legal requirements, including those set out in Law 14/2014, of 14 July, on Maritime Navigation, as well as in the Royal Legislative Decree 2/2011, of 5 September, approving the Consolidated Text of the Law on State Ports and the Merchant Navy, and concordant, covering, among others, negligent acts, breaches of obligations under the Contract, and professional liability insurance (errors and omissions).

8.5.2 Upon WOSHIP's request, the Client/Supplier shall provide WOSHIP with certificates of insurance evidencing that the minimum insurance policies requested are in force and shall provide WOSHIP with copies of the related insurance policies as reasonably required by WOSHIP. The Client/Supplier shall notify WOSHIP of any modification, cancellation or lapse of the same during the term of the Contract.

8.5.3 WOSHIP shall have no obligation to examine these certificates or to advise the Client/Supplier in the event that the insurance policies are not in compliance. Acceptance of certificates that do not comply with the stipulated coverages shall in no way imply that WOSHIP has waived the insurance requirements.

8.5.4 The Client/Supplier confirms that it is adequately insured for its possible liability in case of electronic failure/breach, computer system failure, cyber-attacks or similar, confirming that it is sufficiently protected against unauthorised access and/or misuse of its programmes, software and/or equipment, having taken all measures available on the market to ensure that only authorised persons can access the data and resources of its systems, which can only be used in the intended manner and in compliance with the highest security parameters.

8.6 CONSEQUENTIAL AND INDIRECT DAMAGES:

Under no circumstances shall WOSHIP be liable to the Client/Supplier for any loss or damage arising as an indirect consequence of a breach of the Contract, but not arising directly from it, but from a proximate cause, such as, but not limited to, loss of profit, loss of earnings, punitive or penitential damages, or any economic or other loss arising out of/for any claim against the Client/Supplier by any other party, nor for any consequential or indirect loss or damage of any kind caused by or arising in connection with or arising out of the Contract and/or its performance.

8.7 INDEMNITY AGAINST CLAIMS FROM THIRD PARTIES:

8.7.1 In the event that the Company receives claims and/or reservations for loss or damage to the goods from the consignee of the transport or person/entity entitled, it undertakes to communicate them as soon as possible to the Client/Carrier.

8.7.2 The Client/Supplier agrees to indemnify WOSHIP against any loss, delay, pollution, repair, damage, fee, infringement, cost, claim or expense occasioned by the claim/sanction that may be brought by a State Agency and/or a third party, and which arises in relation to the services supplied by the Company on the instructions of the Client, or those carried out directly by the Supplier.

8.7.3 Furthermore, the Client/Supplier shall ensure that its insurers shall not, under any circumstances, have any rights or guarantees against the Company in addition to those of the Client/Supplier.



8.8 INSOLVENCY OR INCAPACITY OF THE CLIENT:

8.8.1 If the Company reasonably believes that the Client/Supplier is about to become subject to any of the events of insolvency or incapacity and accordingly notifies the Client/Supplier in writing, the Company may cancel or suspend all Services under the Contract, or any other contract between the Client/Supplier and the Company, without incurring any liability to the Client/Supplier or any third party, and all outstanding sums due in respect of Services delivered to the Client shall be automatically and immediately due and payable. Likewise, the services and/or contracts may be cancelled and terminated by the Company in the event that the Company or the Client or the Supplier goes into liquidation and/or closure for any reason whatsoever.

8.8.2 For the purposes of the above clause, the relevant facts are:

- a) The Client/Supplier becomes subject to, seeks to initiate, or there are proceedings initiated against it under any form of insolvency, bankruptcy or credit restructuring proceedings;
- b) The Client/Supplier suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially all of its business;
- c) The financial situation of the Client/Supplier deteriorates to such an extent that, in the opinion of the Company, the Client's/Supplier's ability to properly perform its obligations under the Contract has been jeopardised.

9.- PENALTIES

9.1 The Supplier agrees and undertakes not to compete in the market for those Clients and/or their partners and/or associated companies that have been the subject of any action under the Contract. To this effect, the Supplier is prohibited from competing, directly or via third party intermediaries, in the market with the Company with respect to the Client who has been the object of any action.

9.2 This prohibition shall be in force for the life of the Contract and for five (5) consecutive calendar years after its execution or termination.

9.3 As a penalty clause, the Parties agree that, in the event that the Supplier breaches this prohibition of market competition, it shall pay the Company, as a penalty, the amount of five million euros (€5,000,000.00) in addition to the damages that such breach may cause to the Company.

10.- ANTI-CORRUPTION LAWS - "ANTIBRIBERY"

10.1 The Parties agree that, in connection with the Contract, they shall comply respectively with all laws, rules, regulations, decrees and/or official governmental orders in Spain and the European Union, in anti-bribery/anti-corruption matters.

10.2 The Parties declare, warrant and undertake to each other that they will not, directly or indirectly and/or with the intention of obtaining and/or retaining business and/or securing any other improper advantage, do any of the following:



(a) pay, offer, give or promise to pay or authorise the payment of any money or transmit any other thing of value to:

(i) any employee of a company, school, hospital or other entity owned by a State Agency;

(ii) an officer or employee of any governmental entity, department, agency, or instrumentality of the state;

(iii) any person acting in an official capacity for or on behalf of any State or Government Agency;

(iv) a public international organisation or any department, agency or instrumentality thereof;

(v) any political party or official thereof, or any candidate for political office;

(vi) any director, officer, employee or agent/representative of an actual or potential counterparty, supplier or client of the buyer or seller;

(vii) any other person, individual or entity at the suggestion, request or direction of, or for the benefit of, any of the persons and entities described above; or

(b) engage in other acts or transactions, if it would violate or be inconsistent with the anti-bribery/anti-corruption or anti-money laundering laws of any Government, including the US Foreign Corrupt Practices Act, the UK Anti-Terrorism, Crime and Security Act 2001, the UK Money Laundering Regulation 2007 and the Proceeds of Crime Act 2002 and the applicable legislation of the country implementing that Act, the UK Anti-Terrorism, Crime and Security Act 2001, the Money Laundering Regulations 2007 and the Proceeds of Crime Act 2002 and the applicable legislation of the country implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

10.3 For the purposes of this Agreement, "anti-bribery laws" means all laws relating to anti-bribery and corruption applicable to any of the Parties or their affiliates, including the US Foreign Corrupt Practices Act, the UK Bribery Act and any applicable laws of the country implementing the Organisation for Economic Co-operation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

10.4 Either Party may terminate the Contract by written notice to the other Party at any time, if in its reasonable opinion, supported by credible evidence, the other Party is in breach of any of the foregoing representations, warranties or undertakings in this clause.

10.5 The Company shall not be obliged to perform any Service, commitment or obligation, or take any action that, in its reasonable discretion, is inconsistent with, prohibited by, or exposes WOSHIP and/or its Subcontractors and/or its affiliates to any punitive action, restriction or penalty.

10.6 The Client/Supplier shall indemnify and hold harmless the Company, and all other companies in its corporate group, from and against any and all costs, expenses, losses, damages and liabilities which may arise from any breach, breach or violation of any representation, warranty or undertaking made. in this section.

10.7 The Client/Supplier undertakes to notify WOSHIP as soon as it becomes aware, and in writing, if they or their Personnel, representatives, attorneys, contractors,



subcontractors or agents/any of their shareholders, directors or UBOs/any affiliates/any person connected with the companies or any third party with whom the companies have entered into a contract, breached this clause.

10.8 The Company may require the Supplier, after one (1) year from the date of the Contract and periodically thereafter, to issue a certificate signed by an authorised person confirming its compliance with this section, as well as the compliance of its affiliates, agents, subcontractors and/or associates.

10.9 Upon four (4) calendar days' written notice, the Supplier shall grant WOSHIP, or a competent person designated by it, access to its premises, files and records for the purpose of verifying compliance with this section.

11.- PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING

11.1. In connection with the Agreement, the Parties agree that they will comply with all laws, rules, regulations, decrees and/or official governmental orders of the European Union, any EU member state, Switzerland, the United Nations and the United States of America and the Spanish Government relating to anti-bribery/anti-corruption, and, where applicable, any other legislation or requirements that may be applicable to such Party, relating to the prevention of money laundering and terrorist financing.

11.2 In particular, each Party declares to the other that it will not use in transactions related to the Contract any financial resources, assets or securities originating from or derived from:

- (a) illegal activity of any nature;
- (b) terrorists or terrorist organisations; or
- (c) persons or entities subject to sanctions and/or penalties, and, if applicable, any other legislation or requirements that may be applicable to such Party.

11.3 Either Party may terminate the Contract with immediate effect by notice in writing to the other Party at any time if, in its reasonable judgment and supported by reliable evidence, the other Party is in breach of any of the foregoing representations, warranties or undertakings in this section.

11.4 The Client/Supplier undertakes to notify WOSHIP as soon as it becomes aware, and in writing, if they or their Personnel, representatives, attorneys, contractors, subcontractors or agents/any of their shareholders, directors or UBOs/any affiliates/any person connected with the companies or any third party with whom the companies have entered into a contract, breached this clause.

12.- TRADE SANCTIONS

12.1 The Client/Supplier represents and warrants that it, its shareholders, Administrators, Members of the Administrative body, its beneficial owner, the companies of its Corporate Group, its subcontractors, employees, Banks, directors and/or agents thereof (the "Related Persons"):

- (a) are not a "Sanctioned Person" and are not, directly or indirectly, controlled, owned, or acting on behalf of or for the benefit of a "Sanctioned Person";



(b) comply throughout the term of the Contract, and for as long as the rights and obligations deriving from the performance of the Contract remain in force, with the "Sanctions" legislation applicable to them and, in any event, with the "Sanctions" legislation applicable to WOSHIP and/or its subsidiaries, including, where applicable, any export control restrictions affecting the goods, Services, software and/or technology to be supplied;

(c) shall not use or make available to WOSHIP any technical and/or economic means unless they have all the necessary governmental licences or are authorised by the "Sanctions"; and shall not do any act or action which may contravene the "Sanctions" or which may reasonably be expected to cause the Parties and/or their affiliates to breach the "Sanctions".

12.2 In the event of a breach of the applicable legislation on "Sanctions" by the Client/Supplier or its "Connected Persons", the Client/Supplier shall immediately inform WOSHIP of such breach. WOSHIP shall be entitled, without incurring any liability to the Client/Supplier, to suspend or terminate their relationship and/or the Contract with immediate effect:

(i) in the event of a non-compliance, violation or infringement by the Client/Supplier or its "Related Persons" of any representation, warranty or undertaking made in this section; or

(ii) if the performance of any of WOSHIP's duties or obligations under the relationship between the Client/Supplier and WOSHIP is in any way restricted or prohibited under the applicable "Sanctions".

12.3 For clarification purposes, WOSHIP shall not be obligated to perform any commitment or obligation, to act in any manner or to take any action under the relationship between WOSHIP and the Client/Supplier that, in its reasonable discretion, is inconsistent with, prohibited by or exposes WOSHIP and/or its affiliates to any punitive action, restriction or designation under the applicable "Sanctions".

12.4 The Client/Supplier will indemnify and hold WOSHIP, and the rest of the companies in its corporate group, harmless from any and all costs, expenses, losses, damages and liabilities that may arise from the breach, violation or infringement of any declaration, guarantee or commitment assumed in this section.

12.5 For the purposes of this Section, "Sanctions" means any applicable trade, economic or financial sanctions, export and import control laws, regulations, policies, embargoes or similar restrictive measures imposed, enacted or administered by:

- a. the United States of America, including the Office of Foreign Assets Control (OFAC),
- b. the United Nations Security Council,
- c. the European Union, or any of its Member States,
- d. the United Kingdom Treasury Department (HMT), or
- e. any other competent authority.

12.6 "Sanctioned person" means a person or entity:

- a. Designated, owned or controlled by a person or entity designated on a "Sanctions List"; or



b. located in, organised or incorporated under the laws of, or owned or controlled by, or acting on behalf of or for the benefit of, a person or entity located in, or organised under the laws of, a country or territory subject to a total embargo, including but not limited to Cuba, North Korea, Iran, Syria and the regions/territories of Crimea-Sebastopol, Donetsk and Luhansk or any other state, territory or region that may be affected by restrictions of a similar nature during the term of the Contract.

12.7 "Sanctions List" means:

- a. the list of Specially Designated Nationals and Blocked Persons maintained by OFAC;
- b. the Consolidated Sanctions List of the United Nations Security Council;
- c. the Consolidated List of Persons, Groups and Entities subject to European Union Financial Sanctions;
- d. the Consolidated Sanctions List maintained by the United Kingdom Treasury Department; or
- e. any other similar list maintained by a relevant authority, as amended, supplemented or replaced from time to time.

13.- DATA PROTECTION

13.1 In accordance with data protection regulations, specifically Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016 -EDL 2016/48900-, General Data Protection and the Spanish Law Organic 38/2018 on the Protection of personal data and guarantee of digital rights, each contractual party is informed that it will process the data of the other party as Data Controller (*Responsable de Tratamiento*).

13.2 The purpose of this processing is the execution of this contract in relation to the persons representing and executing this contract, with the legitimate interest in the management of contractual obligations being the cause that legitimizes its processing in accordance with article 6.1.f of the European Data Protection Regulation.

13.3 The personal data provided will be kept for as long as the commercial relationship is maintained, or for the duration of the contractual relationship. Once the commercial or contractual relationship has ended, personal data will be kept blocked during the legal prescription periods. In general, they will be kept for six (6) years, for commercial purposes and four (4) years for tax purposes. Once the legal prescription periods have elapsed, the data will be destroyed.

13.4 In any case, interested parties may exercise the rights of access, rectification, deletion, limitation of processing, opposition, portability and not to be subject to automated individual decisions by means of written communication to the address of each of the parties that appears for the purposes of notification in relation to the data processing carried out under your responsibility. Likewise, interested parties may also file a claim with the Spanish Data Protection Agency, if they consider that the processing has not been carried out adequately.

W O S H I P

W O S H I P