

1 SCOPE OF APPLICATION AND SERVICES

- 1.1 These general terms and conditions (the “General Terms and Conditions”) apply to all professional services provided by Grupo Adlanter¹ (hereinafter, “Adlanter”) and shall form an integral part of every proposal for the provision of services or engagement (generally referred to as the “Proposal”) entered into between the Client and Adlanter. In the event of any discrepancy between these General Terms and Conditions and the Proposal, the provisions of the Proposal shall prevail, except with regard to matters of liability, in which case the provisions herein shall prevail.
- 1.2 The Parties to the legal relationship for the provision of services are the Client and Adlanter, such that the services are intended solely and exclusively for the Client, as set forth in the Proposal, and may not be assigned by the Client to third parties or used by persons other than the Client, unless Adlanter has provided prior express written authorization. Any modification to the terms and conditions included in the Proposal shall be deemed effective when both Parties record such modifications in writing, forming an inseparable part of the Proposal.
- 1.3 Notwithstanding any indication in the Proposal, if applicable, regarding the professionals assigned to the Client or the matter in question, Adlanter may, when it deems it appropriate or necessary in light of the Client’s needs or the nature of the matter, replace any of said professionals or modify the number of professionals assigned in this regard.

2 CLIENT DOCUMENTATION

- 2.1 The Client is responsible for providing all accurate, accurate, and complete information and documentation deemed necessary by Adlanter for the proper provision of services by Adlanter, representing and warranting to Adlanter that the Client has the sufficient and necessary authority and authorizations to provide such information and documentation to Adlanter, and holding Adlanter harmless from any third-party claims arising from access to the information or documentation submitted by the Client or at the Client’s request.
- 2.2 Adlanter will retain the documentation, whether in physical or digital form, relating to a specific service until the completion of said service or until the moment when, for any reason, the provision of the service to the Client ceases; without prejudice in either case to the retention and archiving obligations imposed by the applicable legislation in force at any given time.
- 2.3 The Client accepts fax, unencrypted email, and portals owned by Adlanter as valid means for the flow and exchange of documentation and information and, in general, as a channel of communication with Adlanter for the provision of services, and declares that they are aware and accept that the use of such means of communication does not guarantee with absolute certainty the confidentiality, integrity, or even the receipt of the information transmitted. Therefore, the Client waives the right to bring any claims for damages against Adlanter or its professionals as a result of the loss, non-receipt, or unauthorized third-party access to information transmitted through these means, and releases Adlanter and its professionals from any liability for the interception or access to emails by unauthorized persons, as well as any damage or harm that may be caused to the Client as a result of computer viruses, network failures, or similar circumstances, unless such damage is attributable to Adlanter and involves willful misconduct or gross negligence on the part of the latter.

3 DUTY OF CARE AND CONFIDENTIALITY

- 3.1 Adlanter and its professionals are committed to their Clients with regard to safeguarding the confidentiality of all information and documentation received from the Client that is not in the public domain, including personal

¹ Throughout this document, any reference to Adlanter or the Adlanter Group refers to the companies in which Grupo Adlanter, S.A. holds a majority stake. The Adlanter Group consists of Mediterranean Search, S.L., Azerila, S.L., Arketa Asesores, S.L., Arketa Abogados, S.L., García Riera Gestoría Administrativa, S.L. ARC despatx d’avocats i consultors S.L., Quantum Diagonal Asesores S.L., and any future companies in which Grupo Adlanter, S.A. holds a majority stake.

data, subject to any exceptions established by the laws applicable to their relationship or by order of any administrative, judicial, or legally authorized authority.

- 3.2 The obligation of confidentiality and duty of secrecy set forth herein shall apply to any confidential information that may be made accessible to or transmitted to Adlanter by its Client, relating to the Client itself or to third parties within the scope of the services entrusted, with the confidential nature extending to information accessible to and owned by the Client regarding its partners, shareholders, subsidiaries, executives, or employees. This confidentiality obligation shall not be deemed breached by Adlanter nor shall it prevent access, directly or indirectly, by Adlanter personnel who require such information for the proper provision of the services entrusted by the Client, provided that appropriate security measures are always respected and applied to ensure its confidentiality. This obligation is not limited in time and shall remain in effect after the relationship between Adlanter and the Client and/or between Adlanter and its personnel has ended.
- 3.3 The duty of confidentiality prevents Adlanter and its professionals from disclosing to the Client any information regarding another Client—past, present, or future—of which they have had or may have knowledge in the course of their professional relationship with the Client.
- 3.4 The services provided by Adlanter are intended solely and exclusively for the Client for whose benefit they are provided and may not be used for any other matter or by third parties, nor by other companies or individuals within the same group other than the one for which the specific service is specifically provided.
- 3.5 Unless otherwise specified, the Client authorizes Adlanter to publicize its involvement in the provision of the service if such service is in the public interest or constitutes a notable success story. This does not authorize Adlanter to disclose information regarding the service, which shall, in any case, remain confidential. The authorization contained herein includes Adlanter's use of the Client's trademarks, trade names, and/or logos, without such use affecting or altering the content or the Client's ownership of the intellectual and industrial property rights derived from the information provided.
- 3.6 Adlanter may include documentation reflecting its service in its internal databases, without prejudice to its obligation to maintain confidentiality in all cases

4 PROFESSIONAL FEES

- 4.1 The fees for the provision of services are set forth in the proposal. For recurring services, prices will be updated at least annually in accordance with the general CPI increase. All services contracted before August 31 will be updated in January of the following year. Services contracted between September 1 and December 31 will not be adjusted in the following calendar year. The first adjustment will take place at least 12 months after the contract is signed and always in January.
- 4.2 The fee estimate does not include Value Added Tax (VAT) or any other applicable indirect taxes, the amount of which must be added at the rate in effect at the time the corresponding invoice is issued.

5 EXPENSES AND OUT-OF-POCKET COSTS

- 5.1 Any expenses Adlanter may incur in the provision of services must be reimbursed by the Client. Specifically, external expenses resulting from the commissioned work—such as travel, transportation, couriers, lodging, per diems, translations, external collaborators, creation of databases or computer files containing documentation related to the service provided, etc.—shall be invoiced separately and will be detailed and substantiated on the corresponding invoice.
- 5.2 In cases where advance payment is required, any disbursements or payments made on the Client's behalf—such as notary fees, registry fees, transcription and publication of notices in the press and official gazettes, taxes, or others—that arise from a specific assignment may be handled by Adlanter exclusively upon prior receipt of the corresponding advance payment for the amount due. Adlanter shall not be liable for any surcharges or penalties arising from late or partial payments resulting from failure to receive the advance payment at least 72 hours in advance. Under no circumstances shall Adlanter be obligated to advance or provide funds to the Client or to make payments on the Client's behalf that have not been previously agreed upon and/or funded, as applicable.

- 5.3 The Client expressly authorizes Adlanter to use the funds received or any excess between the funds and the payments made to cover any amount owed to Adlanter in respect of fees, expenses, or debt that is liquid, due, and payable at any given time.
- 5.4 Upon receipt of the funds, the Client authorizes Adlanter to make payments on the Client's behalf to any municipality, autonomous community, or other public body or entity, as well as to registries and/or notaries, arising from the items detailed in the corresponding funds.
- 5.5 All expenses and fees are (where required by law) subject to VAT or the applicable indirect tax, the payment of which is in all cases the responsibility of the Client.

6 BILLING AND COLLECTION

- 6.1 The billing frequency agreed upon with the Client will be indicated in the Proposal. Normally, for recurring services, payment is due in advance, unless other terms are agreed upon in the financial proposal.
- 6.2 The price of the services for the contracted period will be indicated in the accepted financial proposal. Services for which the price is not specified in the financial proposal will be determined according to the price list attached to the proposal.
- 6.3 The Client shall pay invoices prior to the due date. If the Client disputes any invoice, they must notify Adlanter within 15 days of the invoice date. If no objection is raised to any invoice within this period, it will be understood that the Client accepts and therefore owes the amount of the invoice. When the objection is partial, the Client must proceed to pay the uncontested portion of the invoice
- 6.4 Adlanter will collect payment for services via direct debit. The invoice amount will be charged to the Customer's account on the invoice date.

Adlanter will apply an additional percentage to the total fees on each invoice issued to cover general internal administrative expenses. These fees cover the administrative costs arising from processes associated with managing the Client, such as: telephone service, filing, debt collection, specific software licenses, etc. The administrative fees amount to 2% of the total fees on each invoice if the Client opts for direct debit payment for the service. Otherwise, the fees will be 5%.

- 6.5 Any delay or failure by the Client to pay an amount owed to Adlanter within the specified timeframe shall be considered a breach of contract and shall therefore entitle Adlanter to suspend the service as described in Section 7.2.
- 6.6 All payments made by the Customer will be applied first to the oldest outstanding invoice issued by Adlanter, regardless of any other instructions from the Customer. The Customer may not defer payment or withhold payment of any amount owed to Adlanter by way of set-off, counterclaim, discount, or for any other reason.
- 6.7 As provided by law, Adlanter reserves the right to charge late payment interest in the event of non-payment or unjustified delay from the moment such amounts become due. Late payment interest shall be calculated based on the statutory interest rate published by the Bank of Spain plus 1.5%.
- 6.8 Invoices shall be paid in euros. Adlanter reserves the right to request reimbursement for any costs incurred in converting the payment to this currency.
- 6.9 All bank charges and fees related to the payment of invoices shall be borne by the Client when the Client imposes a specific collection procedure.
- 6.10 All debts owed by the Client to Adlanter shall become immediately due and payable upon the completion or termination of the provision of services
- 6.11 For professional services in which Adlanter has not assumed any obligation of result, fees and expenses must be paid even if the transaction or matter that is the subject of the services is frustrated or canceled; furthermore, the Client's obligation to pay fees and expenses to Adlanter is independent of any rights the Client may have against third parties by reason of the services provided.

7 ACCEPTANCE AND TERMINATION OF SERVICES

- 7.1 Adlanter has a Client Acceptance Policy, and any proposal is subject to it. If, during the provision of the service, the circumstances under which the Client was accepted change, Adlanter reserves the right to reassess the continuation of the service.
- 7.2 Adlanter reserves the right to suspend the work or service commissioned if the Client fails to pay the invoices issued (fees, expenses, and reimbursements) within the established timeframe, in accordance with applicable law, without the Client being entitled to file any claim or complaint regarding such suspension or for any damages that may arise from such interruption. In such cases, while the non-payment situation persists and in accordance with applicable professional or ethical regulations, where applicable, Adlanter shall have the right to prevent the Client from accessing its online platforms and to retain any documents of the Client prepared by Adlanter or with its collaboration. This same interruption may apply to any of the services that the Client, its family members, its executives, its parent company, its subsidiaries, or its affiliated or associated companies have entrusted to Adlanter, until all outstanding debts are settled.
- 7.3 From the moment work is suspended, Adlanter may definitively cease providing all services to the Client and initiate the necessary judicial or extrajudicial proceedings to collect unpaid invoices.

8 TERM AND TERMINATION

- 8.1 The services are contracted for an indefinite period and shall remain in effect for the minimum period agreed upon in the service proposal. It shall take effect on the date indicated in the proposal on an annual basis, unless the proposal specifies a different period.
- 8.2 Either party may terminate the contract without cause after the minimum period has elapsed, by providing written notice to the other party three months in advance, effective upon the expiration of the notice period. If this three-month notice period is not observed, the contracting company shall be obligated to pay for the months during which the notice period was not complied with.
- 8.3 Without prejudice to any other rights or remedies available to the Parties, either Party may terminate the Contract without liability to the other Party when:
- the other Party breaches any of the terms of the Contract and (if such breach is remediable) fails to remedy it within 30 days of the breach having been notified in writing to said Party;
 - the other Party commits persistent breaches of the Contract that reasonably justify the view that its conduct is inconsistent with the intention or ability to comply with the Contract;
 - the other Party files for a moratorium on payments or files for bankruptcy;
 - the other Party initiates or is subject to any similar or analogous action in any foreign jurisdiction as a result of its debts; or
- the other Party suspends or ceases its business operations
- 8.4 In any case, the Client shall be obligated to pay Adlanter's fees and expenses accrued up to the date of termination of the services.
- 8.5 Upon termination of the services, Adlanter will revoke the Client's access to all its platforms and the documentation stored therein. It is the Client's responsibility to download such documentation prior to the effective date of termination. To facilitate this process, Adlanter will assist the Client with a download service, subject to a separate agreement between both parties.
- 8.6 The information and documentation provided by the Client during the provision of services will be delivered by Adlanter exclusively in a standard, open format suitable for use in production environments. "Standard and open format" is understood to mean a format that allows for reading, access, and processing without the need for specific proprietary tools, such as, by way of example and without limitation, XLSX, CSV, TXT, or PDF.

Adlanter shall not be obligated to provide the information in formats other than those defined as standard, nor to perform conversions, adaptations, or additional developments.

- 8.7 The delivery of information and documentation is subject to the condition that all outstanding invoices be paid, regardless of their due date. Adlanter reserves the right to withhold the delivery of information in the event of unpaid invoices until the financial situation is resolved.
- 8.8 Once the established deadlines for downloading the documentation have passed, Adlanter will proceed to destroy the information stored on the online platforms. Neither the Client nor Adlanter will have access to such information once this process is complete.

9 DATA PROTECTION OF THE PARTIES

- 9.1 The parties mutually acknowledge that the personal data of the signatories, contact persons, and employees, if applicable, will be processed by each party, respectively, for the purpose of managing the contractual relationship, as such processing is necessary for the performance of the services described in this contract. Adlanter may disclose the personal data obtained from the Client to courier companies, customer satisfaction and service quality assessment services, or other similar entities, for the purpose of improving the provision of the main service or ensuring the security and resilience of its data. Likewise, Adlanter may disclose the data to Group companies if this is necessary for the proper performance of the contract and provision of the services. Apart from these cases, no international data transfers or disclosures to third parties are planned, unless required by law or necessary for the performance of the contractual relationship.
- 9.2 Your data will be retained for the duration of your contractual relationship with Adlanter and, once it has ended, for the periods during which any liability may arise from the contractual relationship between the parties.
- 9.3 Data subjects may exercise their rights of access, rectification, erasure, portability, and restriction of processing by writing to Adlanter, C/ Roc Boronat 147, 10th floor, 08018 Barcelona, or by email to protecciondatos@adlanter.com, clearly indicating the right they wish to exercise and providing proper proof of their identity. Furthermore, if you do not receive a satisfactory response regarding the exercise of your rights, you may file a complaint with the Spanish Data Protection Agency.

10 PROTECTION OF THIRD-PARTY DATA

- 10.1 This clause shall apply in cases where Adlanter, for the proper provision of the contracted Services, requires access to and processing of third-party personal data owned by the Client.
- 10.2 Adlanter (for the purposes of this clause, the "Data Processor"), in order to provide the services in accordance with the commitments agreed upon in the Proposal hereinafter, the "Services," needs to access and process personal data on behalf of the Client (for the purposes of this clause, the "Data Controller"). In cases where the Client acts as the Data Processor with respect to the personal data being processed for the proper provision of the Services, Adlanter shall act as a "Sub-" and shall likewise be obligated to comply with the obligations set forth in these General Terms and Conditions and the instructions issued by the Data Controller and/or the Data Processor.
- 10.3 The provision of the Services by the Data Processor involves the following processing activities: collection, recording, organization, modification, storage, retrieval, consultation, disclosure, interconnection, matching, erasure, and destruction, as well as any other operation necessary for the provision of the Services.
- 10.4 The categories of personal data to which the Data Processor will have access include, among others, those that may be necessary for the Service: identifying data; contact data; financial data; professional data; personal or family characteristics; data regarding the degree of disability; as well as social circumstances of the data subjects that the Data Controller makes available to the Data Processor for the provision of the Service, as well as any other category of data or data subjects necessary for the provision of the services. In any case, the data processed is adequate, relevant, and limited to the purposes of the Services, and under no circumstances may the Data Processor use it for any other purpose.
- 10.5 The Data Processor undertakes, in general, to process the data exclusively when necessary for the provision of the Services and in accordance with the instructions provided by the Data Controller and derived from this

clause, the Proposal, and these General Terms and Conditions, including with respect to any international transfers of personal data that may be necessary for the proper provision of the contracted Services. The Data Controller shall be responsible for notifying the data subject of any international transfer of their data, the destination country or organization, and the applicable safeguards or exceptions.

- 10.6** If the Data Processor believes that any instructions given by the Data Controller violate any data protection regulations, it must immediately inform the Data Controller of this fact.
- 10.7** The Data Processor shall assist the Data Controller, taking into account the nature of the processing, through appropriate technical and organizational measures, whenever possible, so that the Data Controller may fulfill its obligation to respond to requests aimed at exercising the data subjects' rights of access, rectification, erasure, and objection, restriction of processing, and data portability, as well as the right not to be subject to automated individual decision-making. Likewise, the Data Processor undertakes to assist the Data Controller in ensuring compliance with the obligations that may apply to the Data Controller, taking into account the nature of the processing and the information available to the Data Processor. The Data Processor shall make available to the Data Controller, upon request, all information necessary to demonstrate compliance with the obligations set forth in this document, as well as to permit and assist in the conduct of audits, including inspections, by the Data Controller or another auditor authorized by the Data Controller. The costs associated with the audits shall be borne by the party requesting them.
- 10.8** The Data Processor undertakes not to transfer or disclose, under any circumstances, to third parties the personal data subject to the processing activities entrusted to it, nor to permit any access to such data by third parties.
- 10.9** The Data Processor undertakes to implement any necessary organizational and technical measures resulting from the risk analysis and to carry out all actions required or simply recommended to ensure strict compliance with its obligations, in accordance with applicable regulations. Accordingly, the Data Processor must implement, in particular but not limited to, the following security measures:
- a. Ensure the ongoing confidentiality, integrity, availability, and resilience of the processing systems and services.
 - b. Restore the availability of and access to personal data quickly in the event of a physical or technical incident.
 - c. Regularly verify, evaluate, and assess the effectiveness of the technical and organizational measures implemented to ensure the security of the processing.
- 10.10** The outsourcing of substantial elements of the Service involving the processing of personal data ("Sub-processor") shall require prior notification to the Data Controller. If the Data Controller does not object to such outsourcing within 10 days of receiving the notification, the Sub-processor shall be deemed authorized. Likewise, the Data Controller authorizes the Data Processor to subcontract auxiliary services necessary to ensure the maintenance and normal operation of the Services. In any case, Adlanter undertakes to formalize the relationship with the Sub-processor under the same terms and conditions regarding the processing of personal data as set forth in these General Terms and Conditions and to ensure the proper processing of the Client's personal data. If the subcontractor fails to comply with its data protection obligations, the Data Processor shall remain fully liable to the Data Controller with respect to the subcontractor's compliance with its obligations. At any time, the Data Controller may request information regarding the Service's subcontractors.
- 10.11** The duration of the processing of personal data shall be linked to the duration established in the Proposal for the provision of the Service involving access to personal data on behalf of the Data Controller.
- 10.12** Once the Services involving access to data have been completed, such personal data shall be returned to the Data Controller. In the event that such return is not possible or would be technically burdensome, in whole or in part, the personal data and all its media must be destroyed using a procedure that provides the highest guarantees, with the Data Processor providing the corresponding certificate if requested by the Data Controller. All of the above applies unless the retention of personal data by the Data Processor is required under the law of the European Union or the Member States of the European Union.

11 PREVENTION OF MONEY LAUNDERING

- 11.1** Current legislation considers Adlanter to be obligated to cooperate in the prevention of money laundering and terrorist financing for certain services. In compliance with these regulations, Adlanter is subject to obligations to

verify the identity of the Client, as well as their transactions and activities. The Client agrees to provide Adlanter, in a complete and truthful manner, with all necessary information requested for these purposes (regarding both the Client itself and, where applicable, its beneficial owners, shareholders, partners, stakeholders, directors, related parties, etc.) and expressly authorizes Adlanter to carry out any verification procedures it deems appropriate in this regard.

- 11.2 Failure to provide this documentation and/or information within a reasonable time after it is requested may result in Adlanter not accepting the engagement, and even if accepted, the provision of the service may be suspended without this entailing any liability for Adlanter.
- 11.3 Adlanter will act as the Data Controller with respect to the personal data collected during the verification and due diligence procedures, in compliance with legal obligations arising from Law 10/2010 of April 28 on the prevention of money laundering and terrorist financing, and other applicable regulations in this area. The data will be retained in accordance with current anti-money laundering regulations for a period of 10 years following the termination of the relationship.
- 11.4 In compliance with the legal obligations applicable to Adlanter, personal data may be disclosed to SEPBLAC, in accordance with the requirements established by Law 10/2010 and data protection regulations. The data will not be disclosed in any other case, nor will it be subject to international data transfers.
- 11.5 Data subjects may exercise their rights of access, rectification, erasure, portability, and restriction of processing by writing to Adlanter, C/ Roc Boronat 147, 10th floor, 08018 Barcelona, or by email to protecciondatos@Adlanter.com, clearly indicating the right they wish to exercise and providing proper proof of their identity. Furthermore, if you do not receive a satisfactory response regarding the exercise of your rights, you may file a complaint with the Spanish Data Protection Agency.

12 OTHER ADVISORS

- 12.1 Adlanter may provide the Client with the names of other professionals to advise on a specific matter or issue. In no event shall Adlanter accept any liability for the conduct, reputation, or competence of the recommended individual or firm, nor shall it supervise or control the work performed by them.
- 12.2 In the event that other advisors are involved, unless expressly agreed otherwise, Adlanter will limit itself to the coordination and communication with such advisors that is necessary for the provision of services. In any case, the relationship established between the Client and the external advisors is independent of that established between the Client and Adlanter; consequently, Adlanter's fees are separate from those of the external advisors. Under no circumstances will Adlanter assume any liability for the advice provided to the Client by the external advisors.

13 LIABILITY

- 13.1 With regard to legal or any other type of advice, always within the scope of the contracted services, decisions regarding the execution, monitoring, and implementation of the advice, counsel, opinion, or recommendation provided by Adlanter in the provision of services are the sole responsibility of the Client, who makes such decisions under their own exclusive responsibility.
- 13.2 The Client is fully responsible for the information made available or provided to Adlanter in connection with the provision of services and, consequently, expressly releases Adlanter from any liability for damages that may arise in the event that such information and/or documentation is incomplete, false, untrue, or inaccurate, or, where applicable, is provided outside the timeframe necessary for Adlanter to properly provide its services.
- 13.3 Under no circumstances shall the services offered by Adlanter consist, in any way, of assuming powers or authority belonging to the Client's governing and management bodies. Nor shall Adlanter make decisions or choose alternatives that directly involve the Client. Therefore, the services provided to the Client do not include the signing or endorsement of any document, nor direct actions before third parties, except upon the Client's express and direct instruction, which shall be set forth in writing between the parties and, in any case, in the Client's name and under the Client's sole responsibility. Thus, the legal relationship between the Client and

Adlanter is in no way an agency, employment, mandate, or representation relationship, unless expressly agreed in writing to that effect between the parties.

- 13.4** Liability for any damages that may be caused to the Client in the provision of the contracted services shall rest with the Company within the Adlanter Group that provided the service or its professionals, where there is proven willful misconduct or gross negligence. Under no circumstances may these General Terms and Conditions be interpreted to mean that the parent company of the Adlanter Group assumes liability for the actions of the other companies within the Group.
- 13.5** In all other cases, the liability of Adlanter or its professionals for any damages shall be limited to the following:
- 13.6** The damages for which Adlanter shall be liable shall be those that are a direct consequence of an event that was foreseeable at the time of acceptance of the corresponding Proposal and that are attributable to Adlanter or its professionals.
- 13.7** The amount of compensation payable by Adlanter shall be that corresponding to the damages actually proven by the client, subject to the following maximum limits: (i) the equivalent of the last two monthly installments of the fees paid for the contracted service, in the case of services of a recurring or ongoing nature, or whose duration exceeds one year; or (ii) the total amount of fees paid to Adlanter for the contracted service, in the case of one-time advisory, management, or assignment services with a duration of less than one year.
- 13.8** This liability limitation regime applies exclusively to damages other than penalties or fines. Adlanter shall only assume those penalties or fines that arise directly and unequivocally from its professional conduct, provided that its civil liability insurance company, following the corresponding processing of the claim, confirms coverage and accepts the obligation to pay. In order for this condition to be met, the client agrees to notify Adlanter in a verifiable and immediate manner of the initiation of any disciplinary proceedings related to the services provided, as well as to provide, without any delay, all documentation and information necessary for Adlanter to report and manage the claim with its insurer. Adlanter's assumption of any penalty is therefore expressly subject to the insurer's prior assessment and acceptance of the coverage
- 13.9** In such cases, the Customer agrees to submit a written claim, specifying in sufficient detail the nature of the claim and the amount claimed, within a period not exceeding three (3) years from the completion of the Services, except in cases of fraud, in which case the legally established statute of limitations shall apply. In no event shall Adlanter be liable for damages arising from or caused, in whole or in part, as a result of falsehood, concealment, or any other conduct by the Client that is fraudulent or negligent, or not carried out in accordance with the principles of good faith, or for breaches arising from causes beyond its reasonable control.
- 13.10** Adlanter's potential liability shall apply solely to the Client. Adlanter shall not be liable for any damages that may be caused to third parties as a result of the Client's use of the services for purposes other than their intended use.
- 13.11** The services provided by Adlanter consist of advice to ensure the proper performance of this contract and do not, under any circumstances, constitute legal advice as such. The Client and its executives are solely responsible for complying with the legal obligations to which its operations are subject, particularly those relating to taxes, capital movements, and any others that may apply. It is the Client's sole responsibility, if necessary, to separately engage the relevant legal services in this regard.

14 APPLICATION

- 14.1** Each and every Adlanter professional is subject to the duty of ensuring compliance with these General Terms and Conditions.
- 14.2** The Client accepts the General Terms and Conditions by signing the service proposal. Adlanter may make changes to these General Terms and Conditions. In the event of such a change, Adlanter will notify the Client at least 30 days in advance, via email or through the [website](#) link, where the latest version will always be available. An amendment shall be deemed accepted by the Client and shall take effect on the date determined by Adlanter if the Client expresses acceptance or if the Client does not reject it within 30 days of being notified. If the Client rejects an amendment, Adlanter shall have the right to terminate the Contract, and such termination shall take effect one calendar month after notification.

- 14.3 If any of the clauses contained herein is declared wholly or partially null and void or unenforceable, such nullity or unenforceability shall not affect the remainder, which shall remain in full force and effect and be fully and validly enforceable.
- 14.4 The services received by the Client shall be deemed to have been provided under these terms and conditions.
- 14.5 These General Terms and Conditions shall apply to any other service commissioned hereafter by the Client, unless new General Terms and Conditions are agreed upon by Adlanter to replace the current ones

15 NON-CONTRACTUAL CLAUSE

- 15.1 The Client understands that the services offered by Adlanter are provided by expert professionals trained in the field and are therefore key to the provision of the Service. By accepting the Proposal and its general terms and conditions, the Client agrees not to take any actions aimed at hiring Adlanter personnel. This commitment remains in effect during the provision of the service and for the year immediately following.
- 15.2 In the event of a breach of this commitment, the Client agrees to pay Adlanter, as compensation, at least the amount equivalent to one year's gross salary of the hired individual, where "gross annual salary" is defined as the sum of the agreed-upon gross salary, amounts paid by the company for social security, variable compensation agreed upon with the professional, and investment in training provided during the period of employment with the company, plus 15% of the professional's gross salary for the recruitment process.
- 15.3 If this breach occurs without three months' prior notice, Adlanter reserves the right to suspend the work or services commissioned, without the Client being entitled to file any claim or complaint regarding such suspension or for any damages that may arise from such interruption

16 SPECIAL TERMS

- 16.1 These General Terms and Conditions shall not preclude the parties from agreeing in writing, in the corresponding Proposal for Services and Fees, on specific terms of engagement between the Client and Adlanter (hereinafter, the "Specific Terms"). In such a case, the agreed Special Terms and Conditions shall prevail over the General Terms and Conditions in the event of any discrepancy, notwithstanding that these General Terms and Conditions form an integral and inseparable part of the Proposal.

17 LANGUAGE

- 17.1 The General Terms and Conditions, written in Spanish, shall always prevail over any other text written or translated into any other language.

18 JURISDICTIONAL SUBMISSION

- 18.1 The services provided by Adlanter are limited to Spanish jurisdiction.
- 18.2 To resolve any dispute related to this contract, the parties agree to submit to the courts and tribunals of the city where the Adlanter office issuing the Proposal is located, expressly waiving any other jurisdiction that may apply to them.
- 18.3 And, in witness whereof, both parties sign these General Terms and Conditions in duplicate and for a single purpose, at the place and date of the attached Proposal.

Signed Adlanter





GRUPO ADLANTER, S.A

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