

CONDITIONS OF USE OF THE AQUANIMA PURCHASING PORTAL

1. PURPOSE AND OWNER OF THE WEBSITE

These General Conditions of Use ("GCU") govern the use of the Aqanima purchasing website or portal <https://aquanima.app.jaggaer.com> ("the Website" or "Purchasing Portal") owned by Ibérica de Compras Corporativas S.L. ("Aqanima"), a company incorporated by articles of incorporation authorised by the Madrid notary Antonio Fernández-Golfín Aparicio on 29 September 2000, under number 2,931 of his records. The company's registered office is at Edificio Arrecife, Planta 0, Ciudad Grupo Santander, Avda. de Cantabria s/n, 28660, Boadilla del Monte, entered in the Madrid Mercantile Registry in Volume 15,946, Book 0, Folio 151, Section 8, Sheet M-269630, and holds tax no. B-82797713. These GCU also govern the conditions under which registered users ("users") can access the services on the Aqanima platform.

These GCU will also apply to the arrangement of services requested by users from companies in the Aqanima Group ("Aqanima Group") listed below:

AQUANIMA SPAIN	Ibérica de Compras Corporativas, S.L.
AQUANIMA GERMANY	Ibérica De Compras Corporativas, S.L. Niederlassung Deutschland
AQUANIMA UNITED KINGDOM	Ibérica De Compras Corporativas, S.L. UK Branch
AQUANIMA PORTUGAL	Ibérica de Compras Corporativas S.L., Sucursal em Portugal
AQUANIMA BRAZIL	Aqanima Brasil, Ltda.
AQUANIMA CHILE	Aqanima Chile, S.A.
AQUANIMA MEXICO	Aqanima México S. de R.L. de C.V.
AQUANIMA UNITED STATES	NW Services, Co.
AQUANIMA ARGENTINA	Aqanima, S.A.

2. DESCRIPTION OF THE PORTAL'S SERVICES

The Aqanima Purchasing Portal ("Purchasing Portal", "platform" or "Aqanima Purchasing Portal") is an unrestricted access, free-of-charge platform owned by Aqanima that enables its users to access a range of features.

The platform will provide the following services to Users, including:

1. Management of the end-to-end negotiation process. This may include RFIs (Requests for Information), RFPs (Requests for Proposals), RFQs (Requests for Quotations), online negotiations and contract management.
2. Catalogues: allow the self-service provisioning of a product catalogue that is made available to users with the suppliers previously negotiated by Aqanima, or with the price lists that the customer already had.

3. Expense approval process: flow for the approval of expense and investment requests.
4. Reporting service for the above modules.

3. AVAILABILITY OF FUNCTIONALITY

Aquanima will make reasonable efforts to ensure that the Portal is available seven (7) days a week, twenty-four (24) hours a day. Aquanima will take all appropriate and reasonable measures to restore access to and use of the Portal in the event any disruption.

Aquanima will be entitled to temporarily or permanently suspend access to parts or all of the Portal at any time and without prior notice:

- (i) for system maintenance and/or to update the Platform or Portal, the databases and/or data;
- (ii) for security reasons;
- (iii) to comply with regulatory restrictions and court orders or decisions.

If Aquanima expects the Platform and/or Portal to be partially or completely unavailable for longer than twenty-four (24) consecutive hours, it will make all reasonable efforts to communicate this situation as soon as possible, using the necessary means.

Without prejudice to any other provisions in these GCU, if users are unable to access the Platform and/or Portal for any reason for longer than twenty-four (24) consecutive hours and/or for a period incompatible with performance of a contract requiring use of the Platform and/or Portal, the users will notify Aquanima of this and the parties will jointly agree alternative solutions for, including, but not limited to, the exchange of data.

4. USERS AND USER REGISTRATION

Users must be registered by Aquanima and have the status of registered users ("registered users") on the Purchasing Portal. Registered users will access the Purchasing Portal by entering their email address and a password they create themselves.

All registered users who access the Website must be of legal age and/or hold sufficient legal powers to enter into contracts in accordance with prevailing regulations. Registered users must have the powers to act on behalf of their company and/or have been expressly authorised to act on its behalf. By accepting these Conditions of Use, registered users guarantee that they are appropriately empowered by their company and have been given the respective authorisations.

All access, use and transactions on the Platform and/or Portal using the identification code will be considered to have been performed by the respective user.

Users will ensure that:

- (i) each identification code is only used by the respective user and is personal to that user;

(ii) their personal identification code is not disclosed to anyone else;

(iii) nobody else is able to access the identification codes or the Platform.

If users become aware of any potential risk that the identification codes may have been disclosed to anyone other than the corresponding users, the representative(s) will reset these codes, notwithstanding the right of Aquanima to cancel the access.

Companies will notify Aquanima without delay of: (i) any change to the professional circumstances of users, including but not limited to their departure or dismissal from the company; and (ii) the cancellation/termination of any contracts.

If a user does not comply with the provisions in these GCU and/or applicable laws or regulations, or if Aquanima is concerned that the user's access may breach the GCU's provisions on confidentiality, security and other issues, and/or might result in an illegality, Aquanima shall be entitled to restrict or suspend access to some or all of the Platform by the user(s), at any time and without prior notice, and notwithstanding any other rights.

5. INDUSTRIAL AND INTELLECTUAL PROPERTY

Aquanima is a registered trademark. Consequently, it is expressly prohibited for Aquanima or any similar identifying sign to be used by third parties in such a way as to cause confusion about its origin or ownership, without prior written permission from Aquanima. The Website is a domain registered by Aquanima. This domain may not be used in connection with other services that are not owned and/or offered by Aquanima, except with express authorisation in advance from Aquanima.

Notwithstanding the above, the content on this Website is regarded a computer program and is subject to all prevailing Spanish and EU legislation in this regard.

All intellectual and industrial property rights and rights to exploit and reproduce this Website, its pages, screens, the information it contains, its appearance, structure and design, source code, software and audio files, and any hyperlinks ("links") on the website to other Aquanima Group and/or Santander Group websites are the property of, have been ceded to or are licensed to the Aquanima Group or Santander Group companies, unless stated otherwise.

All names, designs and/or logos used on this page are duly registered trademarks. Proceedings may be instigated in accordance with prevailing laws against any unauthorised use of these by parties other than the legitimate owner. All third-party intellectual property rights and trademarks are duly recognised and must be observed by all those accessing the Website.

The content may be downloaded and any page on this Website may be copied or printed, but only for personal and private use. The information, contents and warnings on this Website may not be reproduced, transmitted, amended or deleted without prior consent in writing from Aquanima.

No part of the content of this Website may be reproduced, distributed, publicly disclosed, amended or, in general, exploited in any way.

6. USER CONDUCT ON THE WEBSITE. OUR CONTENT

Users are wholly liable for their conduct when accessing information on the Website and browsing the site, and after accessing it.

Users undertake not to create false accounts or to use accounts in the name of other people or registered users or to use the Website in a fraudulent manner.

Registered users undertake not to use any of the content provided by the Website, whether created by the Aquanima Group or others and irrespective of whether it is officially published under its name, to perform any activity that is contrary to the law, public order or morality. All users who access the Website must observe applicable legislation and codes of ethics and conduct, and the general terms and conditions of use for the Website. Accordingly, they will abstain from any conduct including, but not limited to, conduct that:

(a) reproduces, copies, distributes, allows public access via any type of public communication, transforms or alters the content, unless the holder of the corresponding rights has given appropriate authorisation or this is legally permitted; (b) uses the content and, specifically, information of any type obtained through the Website or its services with the aim of sending advertising, communications for direct selling or any other commercial purpose, unsolicited messages addressed to multiple persons irrespective of their purpose, and conduct that in any way markets or discloses this information.

The user will be liable for any damages or losses caused to Aquanima Group as a result of their breach of any of the obligations set out in these conditions of use.

The Aquanima Group reserves the right to update the content whenever it sees fit, or to delete it, reduce it or prevent access to it, either temporarily or permanently, and to deny access to the Website to users that misuse the content and/or do not comply with any of the terms and conditions in these GCU, without this generating any right to compensation or indemnity for the user who is denied access.

The Website reserves the right to reject or cancel the registration of any users who make fraudulent use of the Website or do not comply with these GCU or about whom there are doubts regarding the truthfulness of the data they provided in the registration form. The Aquanima Group reserves all possible recourses for breaches by registered users.

7. CANCELLING WEBSITE REGISTRATION

Customer users may cancel their registration for the Platform whenever they deem necessary. Aquanima will deactivate their profile accordingly. Aquanima will delete their data after 5 years.

8. NULLITY AND AMENDMENT OF THE CONDITIONS OF USE

Aquanima reserves the right to alter the appearance and configuration of the Website and Portal at any time, and to amend these Conditions of Use by publishing them on the Website. Aquanima therefore recommends that users should read these terms and conditions of use every time they access the Website. The GCU will be displayed in a visible location and freely accessible for users to check as often

as they wish. Users must expressly accept these Conditions of Use to maintain their status as registered users of the Website.

If any of the clauses in these Conditions of Use are declared null and void, the other clauses will remain in effect and will be interpreted taking into account the wishes of the parties and the actual purpose of these Conditions of Use.

Your Internet browser may store a copy of this page in its cache memory, meaning that, the next time you access the page, the one you see may not be the latest version but the one stored in the cache. We recommend that you update the portal in your browser when you visit <https://aquanima.app.jaggaer.com> to avoid these issues.

9. AQUANIMA'S POWERS

In addition to the powers provided for above, the Aquanima Group reserves the right, without assuming any liability vis-à-vis the users or any other person, to suspend or permanently interrupt the service or stop access to the Website at any time and without prior notice, if: a user violates the provisions laid out in the GCU; the Aquanima Group is unable to verify the authenticity of the content or information provided on the Website; or the Aquanima Group considers that the user's actions may result in liability for the user, the Aquanima Group or other users.

The Aquanima Group reserves the right to withdraw or deny access to the Website without prior notice to any users who do not comply with these General Conditions of Use or any specific conditions.

10. REGARDING USE OF THE WEBSITE

If there are any access issues, Aquanima will take all pertinent action to remedy them. However, it does not guarantee that there will be no errors or that the Website will be fully available at all times, as this may be affected by maintenance or improvement work.

The Aquanima Group will not be held liable for any damage that may be caused to the user's computer or data files stored on it by any virus or malware, or through inappropriate use of the user's device or using unsuitable tools to access the Website.

Users are wholly liable for their conduct when accessing information on the Website, browsing the site and after accessing it.

The user undertakes not to use any of the content provided by Aquanima Group, whether created by Aquanima Group or not, or officially published under its name or not, to perform any activity that is contrary to the law, public order or morality. All users who access the Website must observe the applicable legislation and codes of ethics and conduct, and the general terms and conditions of use for the Website. Accordingly, they will abstain from any conduct that, including, but not limited to:

(a) contravenes, diminishes or constitutes an attack against the fundamental rights and freedoms recognised in the constitution, international treaties and the rest of the legal system;

- (b) induces, incites or encourages illegal, denigrating, defamatory, degrading or violent actions or actions that are, in general, contrary to the law, morality and generally accepted good practices or public order;
- (c) induces, incites or encourages actions, attitudes or ideas that discriminate on the grounds of sex, race, religion, creed, age or condition;
- (d) includes criminal, violent, pornographic or degrading messages or messages that are, in general, contrary to the law, morality and generally accepted good practices or public order;
- (e) induces or may induce an unacceptable state of anxiety or fear;
- (f) induces or encourages involvement in dangerous or risky practices or practices that are harmful to health and psychological balance;
- (g) is false, ambiguous, inaccurate, exaggerated or inappropriate, in such a way that it may lead to errors regarding its purpose or regarding the intentions or motives of the person behaving in this way;
- (h) is protected by any intellectual or industrial property rights belonging to third parties, where the user has not first obtained the necessary authorisation from the owners for such use or intended use;
- (i) breaches third-party business secrets;
- (j) is contrary to the right to honour or to personal and family privacy or breaches personal image rights;
- (k) infringes regulations on the confidentiality of communications;
- (l) constitutes illegal, misleading or unfair advertising and, in general, constitutes unfair competition;
- (m) causes, due to its characteristics (such as format, extent, etc.), difficulties in the normal operation of the service or does not meet the technical requirements or specifications established for accessing the Website, or that may damage, render useless or impair the Website or its services or prevent their normal use, in any way, by other users. Users will be liable for any damages or losses caused to Banco Santander as a result of their breach of any of the obligations set out herein.

The Aquanima Network Group reserves the right to update the content whenever it sees fit, or to delete it, limit it or prevent access to it, either temporarily or permanently, and to deny access to the Website to users that misuse the content and/or do not comply with any of the terms and conditions in these General Conditions of Use, without this generating any right to compensation or indemnity for the user who is denied access.

11. LIABILITY

Aquanima Group will not be held liable for the accuracy of information published by third parties. Aquanima Group will not be held liable for content that it has not created or for content included on websites controlled by third parties.

Under no circumstances will the Aquanima Group and its authorised staff be held liable for any kind of damage, loss, claim or cost of any kind, irrespective of whether they arise from the use of the Website, from information acquired from or accessed through the Website, from computer viruses, from operating

failures or from interruptions to the service or transmission, or line outages. Use of the Website, either through a direct connection or via a link or other means, constitutes a warning to users that these eventualities may occur.

Aquanima Group assumes no liability for websites that are not its property but that may be accessed via links or for any content provided by third parties. Users willingly making use of a link or access to a third-party website do so at their own risk. Aquanima Group does not recommend or guarantee any information obtained through a link, nor will it be held liable for any loss, claim or damage arising from the use or misuse of a link, or from the information obtained through it, including other links or websites, from an interruption to the service or to access, or from attempts to use or misuse a link, when accessing the Aquanima website or when accessing information on other websites through the Aquanima website.

The user holds Aquanima Group harmless of liability in relation to: (a) their access to the Website, (b) their use of the services; and (c) any breach of these GCU by them or a third party using their credentials, and in relation to any breach of the intellectual property rights, fundamental rights or other rights of any person or body.

12. APPLICABLE LEGISLATION AND JURISDICTION

These General Conditions of sale will be interpreted in Spanish and will be governed by Spanish law. The parties expressly waive any other applicable jurisdiction and agree to submit any dispute to the courts of the city of Madrid.