

### 1. Scope of application

These General Conditions of Confidentiality of BASF Española S.L.U. and its subsidiary companies based in Spain and Portugal (hereinafter the "General Conditions of Confidentiality") constitute a full part of all (future) contracts and/or orders regarding to the delivery of goods or the provision of services or the development of projects (hereinafter "Project") between the goods supplier or the service provider, respectively (hereinafter the "Contractor") and BASF Española, S.L.U. and its subsidiary companies in Spain and Portugal, respectively (hereinafter "BASF"). They will apply whenever or provided that no other terms or conditions have been established in the specific contract.

### 2. Confidential Information

The Contractor undertakes, vis-à-vis BASF, to treat all information of any kind (economic and financial, business, technical, procedural, legal, industrial, etc.) and of any type (verbal, written or implemented in or on any other type of medium or format, i.e. drawings, models, samples, computing medium, etc.) belonging to BASF or its parent company which have been disclosed and/or furnished to it, or which it may have learnt of or obtained in any way, on account of or through the Project, as confidential information and to refrain from disclosing it to third parties or from making it public in any other way, as well as to refrain from using it for other purposes not specific to the Project, either through action or omission (hereinafter referred to as "Confidential Information").

### 3. Confidential Information Exceptions

The following BASF information will not be regarded as Confidential, with regard to which the Contractor can prove:

- a) That it was of common knowledge when it was disclosed to it by BASF.
- b) That, after it was delivered to it by BASF, was published or in any other way became of common knowledge without a breach of the confidentiality obligation taken on pursuant to these General Conditions of Confidentiality.
- c) That it was already in possession of such information or that it came to possess it legally or that it was legally entitled to access such information.
- d) That it had BASF's prior written consent to disclose it.
- e) That it has been required to disclose it by the competent Administrative or Legal Authorities and was legally obliged to supply it to them.

Should the Contractor ascertain, at any time, that any one of the above eventualities (a), (b) or (c) applies to BASF's information, it will inform it to BASF in writing.

### 4. Ownership of Confidential Information

4.1 BASF's Confidential Information is regarded as intellectual property, depending on whether it had belonged or belongs to the former on the date of the order and/or the contract. For this purpose, the Contractor will acquire no intellectual, industrial or any other type of property right regarding the information received and will observe BASF's rights to it.

4.2 Under no circumstances shall these General Conditions of Confidentiality be regarded as granting permission or an express or implicit right to use patents, licences or copyright or ownership of BASF's Confidential Information.

4.3 All of BASF's Confidential Information shall remain its property at all times, notwithstanding having furnished it to the Contractor for the purpose of the Project, and shall therefore be returned immediately by the Contractor when BASF requires it, and the Contractor shall not keep any copies of such Confidential Information in or on any form.

### 5. Confidentiality Obligation

5.1 The Contractor undertakes to not copy any samples, models, drawings or in general any documents or media of any kind which constitute or contain BASF's Confidential Information unless the latter has provided it with written permission to do so.

5.2 The Contractor must take all the measures necessary to prevent the disclosure of any Confidential Information furnished to it and undertakes to restrict access thereto solely to the employees or professionals who are to participate in the Project and which will be required to sign a written non-disclosure commitment.

5.3 The purpose of these General Conditions of Confidentiality are intended for the Contractor to undertake a confidentiality commitment regarding BASF's Confidential Information, and consequently neither the Contractor nor BASF are under any obligation whatsoever to sign any contract pertaining to the Project, the terms of which, as the case may be, will be negotiated and agreed to by the parties outside these General Conditions of Confidentiality.

### 6. Term

On completion of the Project, the Contractor must refrain from using the Confidential Information as long as it is regarded as such according to the provisions of the Project and these General Conditions of Confidentiality.

### 7. Data Protection

7.1 In case the Contractor, in the course of the performance of the respective contract, receives from BASF or otherwise obtains personal data related to employees of BASF (hereinafter referred to as "Personal Data") the following provisions shall apply.

If processing of Personal Data disclosed in the aforementioned manner is not carried out on behalf of BASF, Contractor shall only be entitled to process Personal Data for the performance of the respective contract. Contractor shall not, except as permitted by applicable laws, process Personal Data otherwise, in particular disclose Personal Data to third parties and/or analyze such data for its own purposes and/or form a profile. This also applies to the use of anonymized data.

Contractor shall ensure that Personal Data is only accessible by its employees, if and to the extent such employees require access for the performance of the respective contract (need-to-know-principle). Contractor shall structure its internal organization in a way that ensures compliance with the requirements of data protection laws. In particular, Contractor shall take technical and organizational measures to ensure a level of security appropriate to the risk of misuse and loss of Personal Data.

Contractor will not acquire ownership of or other proprietary rights to the Personal Data and is obliged, according to applicable laws, to rectify, erase and/or restrict the processing of the Personal Data. Any right of retention of Contractor with regards to Personal Data shall be excluded.

In addition to its statutory obligations, Contractor shall inform BASF in case of a Personal Data breach, in particular in case of loss, without undue delay, however not later than 24 hours after having become aware of it. Upon termination or expiration of the respective contract Contractor shall, according to applicable laws, erase the Personal Data including any and all copies thereof.

7.2. Information on data protection at BASF is available under <https://www.basf.com/global/en/legal/data-protection-at-basf.html>

## **8. Applicable Law and Jurisdiction**

8.1 The legal relationship between the parties will be governed by the provisions of these General Conditions of Confidentiality and in their absence by Spanish law.

8.2 For the purpose of resolving any issues or litigation that may arise between them on account of the construction, enforcement or fulfilment of these General Conditions of Confidentiality, the Parties expressly agree to waive their right to their own jurisdiction or to the one that would otherwise correspond to them and to abide by the Jurisdiction and the Competence corresponding to BASF's principal place of business.

## **9. Acceptance**

The Contractor expressly and irrevocably accepts these General Conditions of Confidentiality.