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## CONFIDENTIALITY AGREEMENT

In Granollers, on the 20 of November, 2025

This Confidentiality Agreement (hereinafter, the "Agreement") applies to the commercial relationship between:

- a)** MOSDORFER UPRESA RAIL S.A.U., Tax ID A08295429, with registered address at C/ Empordà 7, 08403 Granollers (Barcelona), Spain (hereinafter, the **SUPPLIER**), and
- b)** The natural or legal person entering into any commercial relationship with the **SUPPLIER** and whose identifying details appear in the purchase order, quotation, contract, offer or any other document issued by the **SUPPLIER** (hereinafter, the **CLIENT**).

The signing of purchase orders, contracts or any other documents referring to this Agreement, as well as electronic acceptance through digital means, constitutes full acceptance of its terms by the **CLIENT**.

**I.** The **CLIENT**'s main activity is installation and maintenance of railway tracks, and is therefore responsible for the information generated and managed in the course of its activity.

**II.** The **SUPPLIER**'s main activity is the manufacturing of railway electrical components (catenary systems) and it provides sale of materials services to the **CLIENT**.

**III.** The **SUPPLIER** will receive confidential information from the **CLIENT** in written, verbal, and/or audiovisual format. "Confidential information" shall include, but not be limited to: marketing plans, strategic plans, know-how, methods, functional analyses, market studies, statistics, information subject to LOPD-GDD (Spanish data protection law), and any information not explicitly authorized by the **CLIENT** for free use or disclosure by the **SUPPLIER**.

**IV.** Likewise, the **CLIENT** may receive or have access, or potential access, to confidential information from the **SUPPLIER**. "Confidential information" shall include, but not be limited to: business processes, marketing plans, strategic plans, customers, suppliers, know-how, methods, functional analyses, market studies, statistics, financial data, feasibility analyses, technical specifications, formulas, designs, studies, information subject to LOPD-GDD, and any information not explicitly authorized by the **SUPPLIER** for free use or disclosure by the **CLIENT**.

**V.** The **SUPPLIER** acknowledges that any use or disclosure of information provided by the **CLIENT** is subject to the **CLIENT**'s prior approval. Accordingly, the **SUPPLIER** undertakes to maintain confidentiality and secrecy regarding the information received and shall ensure that this obligation is extended to all individuals (employees, subcontractors, interns, etc.) or entities that have access to such information during the course of their activities.

Such individuals or entities shall not be permitted to reproduce, modify, publish, disclose, or communicate this information to third parties without a valid contractual relationship.

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The SUPPLIER also undertakes to apply both the security measures required by current legislation and the same level of security it would apply to its own confidential information to ensure its protection.

**VI.** Likewise, the CLIENT shall use the information provided by the SUPPLIER solely within the scope of the services described in Section II. The CLIENT undertakes to maintain confidentiality and secrecy regarding such information and shall ensure that this obligation is extended to all individuals (employees, subcontractors, interns, etc.) or entities that have access to this information during the course of their activities.

Such individuals or entities shall not be permitted to reproduce, modify, publish, disclose, or communicate this information to third parties without the SUPPLIER's prior explicit authorization.

The CLIENT also undertakes to apply both the security measures required by current legislation and the same level of security it would apply to its own confidential information to ensure its protection.

**VII.** Notwithstanding the above, both the SUPPLIER and the CLIENT agree to the following exceptions regarding the maintenance of confidentiality:

- If the information is already publicly available at the time of disclosure.
- If the disclosure is required by applicable law or a judicial order. In such cases, the SUPPLIER shall notify the CLIENT and vice versa and shall attempt to preserve the confidentiality of the information.

**VIII.** The intellectual property of the information shared under this agreement shall remain with either the SUPPLIER or the CLIENT, depending on its origin.

**IX.** If any disclosure, dissemination, or use of the information provided by the CLIENT to the SUPPLIER or vice versa occurs in a manner not described in this agreement, whether fraudulently or negligently, the responsible party shall compensate the other for any resulting damages, without prejudice to any civil or criminal actions that may arise.

**X.** In the event that the SUPPLIER processes personal data for which the CLIENT is responsible, and vice versa, both parties agree to comply with the applicable regulations on personal data protection, particularly Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) and Organic Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights.

To this end, the parties shall sign a data processing agreement in accordance with Article 28 of GDPR. Personal data shall be processed solely for the purpose necessary to fulfill this agreement.

Regarding the personal data included in this document, each party referenced in the header is the controller and sole recipient of the other party's data. The legal basis for processing is the performance of this agreement and the services contract governing their relationship. The data shall be retained for the duration of the commercial contract or longer, if legally required.

Furthermore, the data subject may request access, rectification, erasure, restriction of processing, data portability, or object to the processing by contacting the data controller.

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They may also file a complaint with the Spanish Data Protection Agency or equivalent authority.

**XI.** This agreement shall be effective from the moment it is signed by both parties and shall remain in force indefinitely, even after the contractual relationship has ended.

**XII.** In the event of any dispute regarding the interpretation or enforcement of this agreement, both parties submit to the Courts and Tribunals of Barcelona, expressly waiving any other jurisdiction that may apply.

IN WITNESS WHEREOF, both parties sign this agreement in duplicate, on all pages, at the place and date stated above.

On behalf of the

**CLIENT**

Legal Representative

ID

On behalf of the

**SUPPLIER**

Legal Representative

ID

21765870G Firmado  
MARCO digitalmente por  
ANTONIO 21765870G  
CRUZADO MARCO ANTONIO  
(R: CRUZADO (R:  
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## DATA PROCESSING AGREEMENT – DATA PROCESSOR

In Granollers, on the 20 of November, 2025

### PARTIES

This Data Processing Agreement (hereinafter, the “Agreement”) governs the conditions under which MOSDORFER UPRESA RAIL S.A.U., Tax ID A08295429, with registered address at C/ Empordà 7, 08403 Granollers (Barcelona), Spain (hereinafter, the **PROCESSOR**), processes personal data on behalf of its clients, who act as **CONTROLLERS**.

For the purposes of this Agreement, the **CONTROLLER** shall be understood as the natural or legal person contracting products or services from the **PROCESSOR** and on whose behalf personal data are processed, as identified in any purchase order, quotation, contract, offer, or other binding document entered into with the **PROCESSOR**.

The signing of purchase orders, contracts, or any documents referring to this Agreement, as well as electronic acceptance through digital means, constitutes full acceptance of its terms by the **CONTROLLER**.

### DECLARE:

1. That both parties will process the personal data covered by this agreement in accordance with Regulation (EU) 2016/679 of April 27, 2016 (GDPR), and Spanish Organic Law 3/2018 of December 5 (LOPDGDD).
2. That the **CONTROLLER** has contracted the services of the **PROCESSOR**, consisting of material supply.
3. That for the performance of these services, the **PROCESSOR** will need access to and will process personal data under the responsibility of the **CONTROLLER**.
4. That, in accordance with Article 28 of the GDPR, the **PROCESSOR** provides sufficient guarantees to implement appropriate technical and organizational measures to comply with data protection legislation and protect data subjects' rights, and therefore both parties agree to the following terms:

### DATA PROCESSING INSTRUCTIONS

#### 1. Purpose, Nature, and Scope of the Processing

- Purpose of processing: material supply
- Duty to inform data subjects: This is the sole responsibility of the **CONTROLLER**.
- Location of processing: At the **PROCESSOR**'s premises.

#### 2. Type of Personal Data and Categories of Data Subjects

- Types of personal data the **PROCESSOR** will access:
  - a) The personal data to be processed includes:
    - Employee data: Name, surname, phone number, email, and job title.

- **Categories of data subjects:**
  - Employees: Data related to current employees.
- Authorized processing operations: Only those strictly necessary to achieve the purpose.

### **3. Duties and Rights of the CONTROLLER**

The CONTROLLER guarantees that the data provided to the PROCESSOR has been lawfully obtained and is adequate, relevant, and limited to what is necessary for the purpose of the processing.

The CONTROLLER shall provide the PROCESSOR with all necessary information to carry out the services.

The CONTROLLER warns the PROCESSOR that if it determines the purposes and means of processing on its own, it will be considered the data controller and subject to all legal obligations in that role.

### **4. Duties and Rights of the PROCESSOR**

The PROCESSOR undertakes to comply with all obligations applicable under current legislation and any other applicable regulation.

The PROCESSOR shall not use the data for any purpose other than that outlined in this agreement.

The PROCESSOR shall make available to the CONTROLLER all information necessary to demonstrate compliance and allow for audits and inspections.

### **5. Authorized Personnel**

The PROCESSOR ensures that personnel authorized to process data have formally committed to confidentiality or are bound by a legal confidentiality obligation.

The PROCESSOR shall ensure that only authorized personnel act under its authority and follow the CONTROLLER's instructions.

The PROCESSOR confirms its personnel have received adequate training on data protection.

### **6. Security Measures**

The PROCESSOR acknowledges its obligations to implement security measures as required by Article 32 of the GDPR.

The PROCESSOR guarantees proper implementation of these measures and will support the CONTROLLER in fulfilling obligations under Articles 32–36 of the GDPR.

The CONTROLLER will conduct a risk analysis and, if risks are identified, shall provide the PROCESSOR with an impact assessment to guide implementation of appropriate mitigation measures.

The PROCESSOR must also analyze its own risks and inform the CONTROLLER as needed.

The PROCESSOR guarantees that, taking into account the state of the art, costs, nature, scope, context, and purpose of the processing, it will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including, where applicable:

- Pseudonymization and encryption.

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- Ensuring the confidentiality, integrity, availability, and resilience of systems.
- Ability to restore access to data in a timely manner.
- Regular testing and assessment of security measures.

## 7. Security Breaches

The PROCESSOR shall notify the CONTROLLER of any security breach without undue delay. Notification is not required if the breach is unlikely to pose a risk to data subjects' rights. The notification must include at least:

- Nature of the breach.
- Categories and approximate number of affected data subjects.
- Categories and approximate number of affected records.
- Possible consequences.
- Measures taken or proposed to mitigate effects.
- Contact information for more details (e.g. DPO or security officer).

## 8. Data Disclosure to Third Parties

The PROCESSOR shall not disclose personal data to third parties without the prior written authorization of the CONTROLLER.

Disclosures to public authorities in the exercise of their official duties do not require authorization.

## 9. International Data Transfers

The PROCESSOR shall not transfer data to countries outside the EU or to international organizations without the prior written authorization of the CONTROLLER.

## 10. Subcontracting

The PROCESSOR shall not subcontract any data processing activity without prior written authorization from the CONTROLLER.

## 11. Data Subject Rights

The PROCESSOR shall implement technical and organizational measures to assist the CONTROLLER in responding to data subject rights requests.

If the PROCESSOR receives a request directly, it shall notify the CONTROLLER without undue delay and within a maximum of 7 days.

Where data is processed exclusively by the PROCESSOR's systems, it shall resolve such requests on behalf of the CONTROLLER, including rights to access, rectification, erasure, data portability, restriction or objection to processing, and not to be subject to automated decisions.

## 12. Liability

Under Article 82 of the GDPR, the CONTROLLER shall be liable for any damages arising from processing operations it conducts. The PROCESSOR shall only be liable for damages caused by its failure to comply with obligations specifically addressed to it or if it acted outside of or contrary to the CONTROLLER's instructions.

The PROCESSOR is exempt from liability if it proves it is not in any way responsible for the incident.

### 13. Termination of Service

Upon termination of the services, if the PROCESSOR has stored personal data or documents, it must delete or return them, at the CONTROLLER's discretion, including all copies. A certificate of deletion or return shall be provided if requested.

Data shall not be deleted where legal obligations require retention, in which case the PROCESSOR shall block and securely store them.

The duty of confidentiality shall survive the termination of this agreement.

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**IN WITNESS WHEREOF**, the parties sign this agreement in duplicate at the place and date indicated above.

**CONTROLLER**

**PROCESSOR**

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## DISCLAIMER OF LIABILITY FOR THE DATA PROCESSOR

### Data Controller Information

Name:

Tax ID (NIF):

Address:

Representative:

ID Number (NIF):

Position:

### Data Processor Information

Organization: MOSDORFER UPRESA RAIL S.A.U.

Tax ID (NIF): A08295429

Address: C/EMPORDÀ, 7, 08403 GRANOLLERS, Barcelona

Legal Representative:

ID Number (NIF):

Position:

### DECLARES

Hereby declares that, in accordance with Regulation (EU) 2016/679 of April 27 (GDPR), and Spanish Organic Law 3/2018 of December 5 (LOPDGDD), MOSDORFER UPRESA RAIL S.A.U. acts as the Data Processor on behalf of the Data Controller. Under current legislation, both parties are required to enter into a data processing agreement, signed on the date of this statement, which expressly states that the Processor shall process the data in accordance with the Controller's instructions, shall not use the data for any purpose other than that set out in the agreement, and shall not disclose the data to any third party unless explicitly authorized by the Controller. The agreement also stipulates the security measures under the GDPR that the Data Processor is required to implement.

In light of the foregoing, the Data Controller declares that it guarantees compliance with the GDPR and expressly releases MOSDORFER UPRESA RAIL S.A.U. from any legal liability except for obligations specifically assigned to the Data Processor under applicable law.

In Granollers, on the 20 of November, 2025

**DATA CONTROLLER**

**DATA PROCESSOR**

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