

GDPR COMPLIANCE WARRANTY CERTIFICATE

Version: December 2025

Mosdorfer Upresa Rail S.A.U., hereinafter the **DATA CONTROLLER, CERTIFIES:**

That, in accordance with Regulation (EU) 2016/679 of 27 April 2016 (GDPR), on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, the DATA CONTROLLER complies with all obligations established in the aforementioned regulation regarding the processing of personal data under its responsibility.

That the DATA CONTROLLER expressly declares that personal data are processed in accordance with the principles set out in Article 5 of the GDPR, ensuring that:

- They are processed lawfully, fairly, and transparently.
- They are adequate, relevant, and limited to what is necessary for the purposes of the processing.
- They are accurate and kept up to date.
- Their retention is limited to the strictly necessary period.
- They are processed ensuring integrity and confidentiality.

Furthermore, the DATA CONTROLLER guarantees that it has implemented the appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in compliance with Articles 24, 25, and 32 of the GDPR, and that such measures are designed to protect the rights and freedoms of data subjects.

This certificate is issued to publicly confirm Mosdorfer Upresa Rail S.A.U.'s commitment to full compliance with the GDPR and the applicable regulations on personal data protection.

GENERAL DATA PROCESSING AGREEMENT FOR SUPPLIERS (DATA PROCESSOR AGREEMENT)

Version: December, 2025

1. Purpose and Scope of Application

These General Conditions regulate the obligations applicable to any supplier, collaborator, or external entity (hereinafter, the DATA PROCESSOR) that processes personal data on behalf of Mosdorfer Upresa Rail S.A.U. (hereinafter, the DATA CONTROLLER) in the performance of contracted services.

Acceptance of this Data Processing Agreement (DPA) is deemed to occur automatically upon the supplier's acceptance of any contract, purchase order, or commercial relationship with Mosdorfer Upresa Rail S.A.U.

2. Object, Nature, and Purpose of the Processing

The DATA PROCESSOR may access personal data under the responsibility of the DATA CONTROLLER solely for the purpose of performing the contracted services. Processing shall be carried out only according to the documented instructions of the DATA CONTROLLER.

The DATA CONTROLLER is exclusively responsible for informing data subjects about the processing of their data.

Processing will take place at the DATA PROCESSOR's facilities or through systems under its control, unless otherwise authorised.

3. Categories of Personal Data and Data Subjects

The types of personal data that may be processed include, but are not limited to:

- Employee data: Name, surname, job title, business email, business telephone.
- Supplier data: Name, surname, professional activity.

Data subjects include:

- Employees of the DATA CONTROLLER
- Suppliers providing goods or services

Operations authorised: Only those strictly necessary for the performance of the service.

4. Obligations and Rights of the DATA CONTROLLER

The DATA CONTROLLER guarantees that:

- The data provided to the DATA PROCESSOR has been obtained lawfully.

- The data is adequate, relevant, and limited to what is necessary.
- Necessary information for proper execution of the service will be provided.

If the DATA PROCESSOR determines processing purposes or means on its own, it shall be considered an independent Data Controller.

5. Obligations of the DATA PROCESSOR

The DATA PROCESSOR agrees to:

- Use the data solely for the purposes stated in this DPA.
- Follow only the instructions of the DATA CONTROLLER.
- Maintain confidentiality obligations for its personnel.
- Make available all information required to demonstrate compliance.
- Allow audits and inspections by the DATA CONTROLLER.
- Ensure personnel are trained in data protection regulations.

6. Security Measures

The DATA PROCESSOR shall implement the technical and organisational measures required under Article 32 of the GDPR, guaranteeing:

- Pseudonymisation and encryption where appropriate
- Integrity, confidentiality, availability, and resilience of systems
- Ability to restore data in case of incident
- Regular verification and evaluation of security measures

The DATA CONTROLLER may conduct risk assessments and provide instructions for additional measures to be implemented.

7. Security Breaches

The DATA PROCESSOR shall notify the DATA CONTROLLER without undue delay of any personal data breach, providing:

- Description of the breach
- Categories and approximate number of data subjects affected
- Potential consequences
- Measures adopted or proposed

– Contact details for follow-up information

8. Communication of Data to Third Parties

Personal data may not be disclosed to third parties without express written consent of the DATA CONTROLLER. Transfers to public authorities in the exercise of official functions are exempt.

9. International Data Transfers

No international transfers may be performed without prior written authorisation from the DATA CONTROLLER.

10. Sub-processing

The DATA PROCESSOR may not subcontract processing activities without prior written authorisation. If authorised, the sub-processor must assume the same obligations established in this DPA.

11. Assistance with Data Subject Rights

The DATA PROCESSOR shall assist the DATA CONTROLLER in responding to data subject rights requests (access, rectification, erasure, portability, restriction, objection).

If the DATA PROCESSOR receives a direct request, it must notify the DATA CONTROLLER within seven (7) calendar days.

12. Liability

Liability shall be governed by Article 82 of the GDPR. The DATA PROCESSOR is liable only where it has failed to comply with obligations specifically applicable to processors or acted contrary to instructions.

13. End of Service and Deletion of Data

At the end of the service, the DATA PROCESSOR shall, at the choice of the DATA CONTROLLER:

- Return all personal data, or
- Delete all personal data, including copies

A certificate of destruction shall be issued if requested.

Data must remain blocked if legal obligations require retention.

Confidentiality obligations remain in force indefinitely.

14. Acceptance

These General Data Processing Conditions form part of all contracts, orders, or agreements between Mosdorfer Upresa Rail S.A.U. and any supplier acting as Data Processor. Acceptance is automatic upon contracting.

GENERAL CONFIDENTIALITY TERMS APPLICABLE TO SUPPLIERS

Version: December, 2025

1. Purpose and Scope of Application

These General Confidentiality Terms regulate the handling and protection of information exchanged between Mosdorfer Upresa Rail S.A.U. (hereinafter, MOSDORFER) and any supplier, external collaborator, or entity providing professional or technical services to MOSDORFER (hereinafter, the SUPPLIER).

These terms form an integral part of any contract, purchase order, or commercial agreement formalised between MOSDORFER and the SUPPLIER. Acceptance of these terms is understood to be given by the SUPPLIER upon signing the contract, accepting the purchase order, or providing the service.

2. Exchange of Confidential Information

MOSDORFER develops activities related to the manufacturing of railway electrical components and, in this context, generates and manages sensitive information. The SUPPLIER may also provide confidential information necessary for the correct performance of the contracted service.

Confidential information refers to all written, verbal, or audiovisual information relating to:

- strategic plans, marketing plans, know-how, technical or market studies, methodologies, statistics,
- business processes, financial data, feasibility analyses, designs, formulas, technical documentation,
- information subject to data protection regulations,
- and any other information not expressly authorised for free use or disclosure.

3. Obligations of the SUPPLIER

The SUPPLIER agrees to:

- Maintain secrecy and confidentiality in relation to all information received.
- Limit access exclusively to authorised personnel within its organisation.
- Prevent the reproduction, modification, publication, or disclosure of confidential information without prior written consent from MOSDORFER.

- Apply the technical and organisational security measures required by applicable law and those used to protect its own confidential information.

4. Obligations of MOSDORFER

MOSDORFER agrees to:

- Use the information received solely for purposes related to the provision of the contracted service.
- Maintain the confidentiality of the information provided by the SUPPLIER.
- Ensure that its employees and collaborators respect these confidentiality obligations.

5. Exclusions

The confidentiality obligations set out in this document shall not apply in the following situations:

- Information that is already publicly available at the time of disclosure.
- Information whose disclosure is required by law or by a competent authority, in which case the other party must be notified in advance whenever possible.

6. Intellectual Property

The intellectual property rights of the information exchanged correspond to the party that generates or owns such information.

7. Liability

Any unauthorised disclosure, dissemination, or use of confidential information will give rise to liability for damages, without prejudice to any legal actions that may apply.

8. Personal Data Protection

When the SUPPLIER processes personal data under the responsibility of MOSDORFER, or vice versa, both parties shall comply with:

- Regulation (EU) 2016/679 (GDPR)
- Organic Law 3/2018 (LOPD-GDD)

9. Duration

These terms are of indefinite duration, even after the termination of the commercial relationship.

10. Jurisdiction

Both parties submit to the Courts and Tribunals of Barcelona, expressly waiving any other jurisdiction that may apply.

LIABILITY WAIVER OF THE DATA CONTROLLER

Version: December, 2025

1. Purpose and Scope of Application

This declaration sets out the general conditions under which any supplier or external entity acting as a Data Processor in the provision of services for Mosdorfer Upresa Rail S.A.U. (hereinafter, the DATA CONTROLLER) acknowledges and guarantees compliance with the applicable personal data protection regulations.

Acceptance of this document is deemed to occur automatically upon the supplier's acceptance of any contract, purchase order, or commercial agreement issued by Mosdorfer Upresa Rail S.A.U.

2. Declaration of the Data Processor

The Data Processor declares that:

1. It fully complies with:

- Regulation (EU) 2016/679 of 27 April (GDPR),
- Organic Law 3/2018 of 5 December (LOPDGDD).

2. It has signed or accepts the Data Processing Agreement (DPA) made available by Mosdorfer Upresa Rail S.A.U., which expressly establishes that:

- the Data Processor shall process personal data only in accordance with the Data Controller's instructions;
- the Data Processor shall not use the data for purposes other than those established in the contract;
- the Data Processor shall not disclose data to third parties without the express authorisation of the Data Controller;
- the Data Processor shall implement all security measures required under the GDPR.

3. It guarantees the implementation of appropriate technical and organisational measures to ensure the protection of all personal data processed.

4. It ensures that authorised personnel are bound by confidentiality obligations and have received appropriate data protection training.

3. Liability Waiver of the Data Controller

The Data Processor acknowledges and accepts that:

- It is responsible for fulfilling all legal obligations applicable to it under the GDPR and other data protection regulations.
- It expressly exempts Mosdorfer Upresa Rail S.A.U. from any liability arising from the Data Processor's failure to comply with such obligations.
- The Data Controller shall only be responsible for the obligations that the applicable regulations expressly assign to it.

4. Acceptance

Acceptance of this declaration is automatic from the moment the supplier formalises any contractual relationship or accepts a purchase order from the Data Controller.