

RULES FOR PARTICIPATION IN THE 2019 ACCIONA OPEN INNOVATION PROGRAMME

Introduction

ACCIONA, S.A., is a Spanish company with registered office at Avda. de Europa, 18, P.E. La Moraleja, 28108 Alcobendas, Madrid, with Tax ID number A-08001851 and recorded at the Madrid Commercial Registry. ACCIONA, S.A. is the head company of the ACCIONA Group, a world leader in infrastructure solutions and renewable energy projects (ACCIONA, S.A. and the companies belonging to the ACCIONA Group will be referred to jointly as “**ACCIONA**”).

Present in over 30 countries, ACCIONA carries out its business activity with a commitment to contributing to the economic and social development of the countries in which it operates. ACCIONA's objective is to lead the transition to a low-carbon economy and to that end it applies quality criteria and innovation processes to all its projects in order to optimise the efficient use of resources and respect for the environment, with the ambition and commitment to be a carbon-neutral company.

ACCIONA understands that not all the best ideas and solutions are generated internally. The **I'MNOVATION #Startups** programme promoted by ACCIONA (the “**Programme**”), together with other initiatives, addresses this need by creating an ecosystem that incorporates the external talent of start-ups in the generation and conceptual validation of solutions directed at its different lines of business.

This document contains the rules for participating in the Programme. Submitting an application for acceptance to the Programme implies knowledge and acceptance of these rules.

Who are we looking for?

The Programme is directed at start-ups incorporated in the last five years, with a Minimum Viable Product and looking to validate their technologies in a real-life environment and generate new lines of business.

The start-ups, operating nationally or internationally, will have to offer proposals, approaches, solutions and ideas that can provide a full or partial response to any of the challenges defined by ACCIONA's main businesses:

- Energy
- Construction
- Water
- Industrial
- Services and other business

The Programme – What are we offering?

The ultimate objective of the Programme is the joint development of pilots by the start-ups and ACCIONA's experts. In order to do so, from among the candidatures received, those considered finalists by ACCIONA will participate in the "Selection Day", to be held at ACCIONA's headquarters in Spain.

Selection Day consists of a day on which the finalist companies will present their proposed service solution for the challenge defined, defending it before a selection panel that will evaluate the solution proposed on the basis of criteria such as innovation, cost and impact on the business.

Pilot

Once chosen, the start-ups will provide their services and collaborate with ACCIONA's experts for a term of approximately 3 months in order to find a solution to the challenges set out in the Programme. Once the pilots have concluded, the businesses will evaluate the possibility of continuing the professional relationship with the start-ups.

Mentoring and training

In addition to the collaboration with experts, ACCIONA will place its resources and network of mentors and contacts at the disposal of the start-ups, for the purpose of resolving issues in relation to development of the pilot and generating new opportunities for the start-up.

Remuneration for the collaboration

ACCIONA will pay for each solution chosen following the Selection Day, the cost of the pilot up to a maximum of 20,000 EUR as well as providing 3,000 EUR "pocket money" for national companies and 5,000 EUR for the international companies, which will be used exclusively for the pilot.

Fast-track

When does the money arrive? In order to resolve what is a very common issue in the relationship between corporations and start-ups, ACCIONA offers a fast-track for payments and legal issues.

Coworking space

ACCIONA will place its facilities in Alcobendas (Madrid) at the disposal of the projects. The start-ups will be given access to these spaces, fully equipped, at any time they wish.

Requirements for the Start-ups

Those start-ups who meet the following requirements will be eligible to participate in the programme:

- Be a start-up of the kind indicated in the section entitled "Who are we looking for?".
- The developer of the project must be a natural person, of legal age and with the legal capacity to assume obligations.
- The project company must be legally incorporated and not in a situation of mandatory winding-up.
- The developers of the project will not have been convicted, by a final judgment, of intentional offences, where the criminal liability has not expired.

- The start-ups will not participate in a programme with similar characteristics to this Programme at the same time.

Those participants that fail to meet any of these criteria, either before admission or subsequently, may be excluded from the Programme, losing any option of receiving resources and with no right to claim anything from ACCIONA for any reason.

The data that the participants supply when registering for the Programme must be accurate and any participants supplying incorrect or incomplete data will lose any option of participating in the Programme.

ACCIONA reserves the right not to accept or to remove from the Programme, without prior notice, all those participants that it finds to be acting in a fraudulent or abusive manner or contrary to the spirit of the Programme or the law, to third-party rights and/or to good faith. Likewise, ACCIONA may remove any participant or related person whose conduct is inconsistent with ACCIONA's reputation or good name.

None of the above actions will entitle any participant or potential participant to claim damages, expenses, etc.

What do we need from you?

For the start-ups participating in the selection process:

- Participation in meetings, interviews or the events defined in the selection process.
- Assignment of relevant information on the business/technology during the selection process to facilitate decision-making by ACCIONA.

For the start-ups selected, the signing of a participation agreement that will include the following commitments, among others:

- To develop and exploit the pilot exclusively through persons or entities that sign the agreement with ACCIONA, giving the pilot priority in terms of dedication in order to ensure the viability of the same.
- To participate in the Programme in accordance with the instructions given by the directors of the Programme.
- To participate in all Programme sessions, interviews, events and activities, with a minimum physical presence at ACCIONA to ensure the viability of the pilot.
- With regard to developers/representatives, to remain as majority shareholders of the start-up and maintain control of its management body or management team.
- An undertaking not to participate in a programme with similar characteristics to the Programme during the course of the same.
- To invite ACCIONA to participate in any round of financing designed to capitalise the start-up during the Programme and in the six (6) months following termination of the same.
- To assign the right to use and exploit any works to the start-up (for example, software, documents, designs, licences, utility models, industrial designs, labels or other intellectual and industrial property rights) created or developed by the shareholders, the employees of the start-up or collaborators of the same, resulting from the collaboration between ACCIONA and the start-up and in the context of the Programme.
- To devote 100% of the resources obtained as a benefit from participating in the Programme to the pilot.

- To grant ACCIONA a preferential negotiation right for the products or services developed in the context of the Programme.

ACCIONA's rights under the Programme

Image rights

The participants will authorise ACCIONA to invite the media to cover the different activities carried out during the Programme. Likewise, all candidates selected will authorise ACCIONA to disclose and publish a summary of the projects involved in the Programme via the internet, social media and in any other communications media, as well as to use the image and name of the participants responsible for such projects.

Preferential negotiation right

When the agreement regulating the participation of the start-ups in the Programme is signed, ACCIONA will be granted a right of first negotiation (the “**Right of First Negotiation**”). The Right of First Negotiation will imply that, during the term of the participation agreement, ACCIONA will have a Right of First Negotiation, without a commitment to reach an agreement, for the acquisition, commercialisation, licence, distribution or any other form of exploitation of the results, products or services of the pilot (the “**Product**”, as defined below) before any third party. The Right of First Negotiation will not be considered a right of exclusive commercialisation and the developers/representatives of the project may offer the Product to interested third parties, after having offered it to ACCIONA. “**Product**” will be understood to mean all the knowledge and technologies, eligible for licence or otherwise, as well as experimental information, formulas, software, creations, discoveries, know-how, information or inventions obtained or developed in the context of the pilot. The requirements for the acquisition, commercialisation, distribution or exploitation of the Products will be agreed according to market conditions and ACCIONA will benefit from the best conditions offered to any customer, commercial partner or third party in general.

Right of information and monitoring of the project

For the purposes of monitoring the project and ensuring maximum advantage is taken from the Programme, ACCIONA will be entitled to access all the documentation and information generated for or during the pilot that it reasonably requests and the start-up will give ACCIONA a monthly report describing the degree of compliance with the agreed milestones and its forecasts, as well as being at ACCIONA's disposal so that it can monitor the pilot and ensure due compliance with the Programme.

Taxation

The applicable legislation will be the Spanish Companies Act (*Ley 27/2014, de 27 de noviembre del Impuesto sobre Sociedades*); the Corporation Tax Regulations (*Real Decreto 634/2015, de 10 de julio, por el que se aprueba el Reglamento del Impuesto sobre Sociedades*); the Non-Resident Income Tax Act (*RDL 5/2004, de 5 de marzo, por el que se aprueba el Texto Refundido de la Ley del Impuesto sobre la Renta de No Residentes*); the Non-Resident Income Tax Regulations (*RD 1776/2004, de 30 de julio, por el que se aprueba el Reglamento del Impuesto sobre la Renta de No Residentes*); meaning that, where applicable, it will be for Acciona, S.A. to make the corresponding withholdings for Corporation Tax or Non-Resident Income Tax.

According to the above legislation, the withholding established in the legislation in force at any given time will be applied. Should a double taxation Treaty entered into by Spain be applicable, the terms of such Treaty will be observed. In the event a double taxation Treaty with regard to Spain is applicable, the corresponding valid Tax

Residency Certificate must be provided, issued by the tax authorities in the country of residence of the participant and complying with the legally established requirements for that purpose.

Where applicable, the rules set out in the Value Added Tax Act (*Ley 37/1992, de 28 de diciembre, del Impuesto sobre el Valor Añadido*) will be observed.

Participants will be responsible for the tax repercussions with regard to their own taxation meaning that Acciona, S.A. is exempted from any responsibility. To that end, Acciona, S.A., if applicable, will issue and send the participant a certificate with the corresponding data once the calendar year has concluded.

Personal Data Protection

In accordance with EU Regulation 2016/679 on Data Protection and other relevant provisions, you are informed that your personal data will be processed by Acciona, S.A., with Tax ID number: A-08001851; address: Avenida de Europa, no. 18, 28108, Alcobendas (Madrid); Telephone: 91.663.28.51; Data Protection Department: protecciondedatos@acciona.com; for the purpose of managing your potential participation in the Programme, as well as in future programmes and other possible collaboration opportunities. The legal basis for the data processing is the consent granted when supplying the data. If you fail to supply the necessary data, your application cannot be accepted. The data will be stored for as long as the relationship is maintained unless erasure of the same is requested.

Your data may be assigned to other ACCIONA Group entities (a list of which can be obtained in the report from the last consolidated accounts of Acciona, S.A., www.acciona.com/es/accionistas-inversores/informacion-financiera/cuentas-anuales/). Likewise, Acciona, S.A. informs you that, in order to achieve the objectives mentioned, it uses computer applications and other services from third-party providers. Some of these applications and providers and ACCIONA Group entities may be located outside of the European Union (EU), including countries in which the legal level of data protection is not comparable to the level of data protection applied within the EEA, representing a possible international transfer of data. In any event, these transfers are lawful and are covered by some of the safeguards established by the legislation in force on data protection, such as the existence of a recognised legal adequacy mechanism, which could even formalise EU-approved standard contract clauses on the transfer of personal data so that it is processed securely and pursuant to this privacy policy.

You may exercise your rights of access, correction, erasure and portability of your data, as well as the right to limit or oppose processing thereof, before Acciona, S.A., by writing to the Data Protection Department, at Avenida de Europa, 18, 28108 de Alcobendas (Madrid), or by sending an email to the following address: protecciondedatos@acciona.com, attaching a copy of your national ID card or other form of ID. Likewise, you may, at any time, withdraw the consent given by writing to the above address, as well as filing a complaint with the Supervisory Authority (the Spanish Data Protection Agency www.aepd.es).

Industrial and Intellectual Property Rights

The participants expressly consent, by the mere fact of participating in the Programme, to ACCIONA being able to use their name for the purposes of informing of the projects selected without generating any remuneration in their favour.

By submitting the applications to participate, the developers of the projects warrant that:

- The projects are original, belonging to their authors and/or they are free to dispose of them or, if applicable, they have the express authorisation of their lawful owners, for the purposes of being disclosed via this Programme.
- The participant authorises ACCIONA to upload the summary of the projects to the respective official websites and accepts that the visitors to the websites will have access to said information in accordance with the conditions of use of said websites.
- The participant authorises ACCIONA to use the name and title of its project, for an unlimited duration, to be mentioned on the website and for any actions or events in any way related to ACCIONA, as well as to include it in historical archives and similar media belonging to ACCIONA and the Programme.
- Ownership of all industrial and/or intellectual property rights created by the start-ups participating will be held by the start-ups selected, who will be the sole and exclusive owners of the technologies created in the context of their projects.
- Presentation of the projects does not imply the assignment of any industrial or intellectual property rights.

The participants undertake to hold ACCIONA harmless in relation to any third-party action for damages derived from any of the projects presented or the use of the same by ACCIONA in the event it infringes intellectual or industrial property rights, or represents unfair competition or a violation of any other applicable legislation. ACCIONA does not assume any liability, whether direct or indirect, regarding any kind of disagreement, dispute and/or lawsuit that may derive from the publication, disclosure and/or dissemination of the projects via the Programme without the mandatory consent of their lawful owners. Likewise, ACCIONA does not assume any liability for non-compliance with any rule or for any infringement of third-party rights by the participants by means of their participation in the Programme, the latter assuming the obligation to hold ACCIONA harmless in that case.

Acceptance of the Rules

By being registered for the Programme, the participant accepts the terms contained in these rules in full and without any reservations or conditions, as well as the resolutions and decisions adopted by ACCIONA in the context of the Programme.

ACCIONA reserves the right to amend the conditions of this notice at any time, including the right to cancel it, undertaking to announce the new rules sufficiently in advance or, where applicable, the definitive cancellation, which will not generate a right for the participants to bring a claim for any reason.

Applicable Law

These rules are governed by Spanish law. ACCIONA and the participants submit to the jurisdiction of the Courts and Tribunals of the city of Madrid, expressly waiving any other forum that may correspond to them.

Contact

Any enquiries or doubts in relation to the Programme or the submission of applications for acceptance should be sent to ACCIONA using the following email address: innovation@innovation.com.