

TERMS FOR PARTICIPATION IN THE ACCIONA 2020 COMPETITION FOR DISRUPTIVE STORAGE TECHNOLOGIES FOR INTEGRATION WITH RENEWABLE ENERGIES

1. Introduction

ACCIONA, S.A., is a Spanish company with registered offices at Avenida de Europa, 18, 28108, Alcobendas, Madrid, with tax identification number A-08001851 and registered in the Madrid Mercantile Registry (hereinafter, "**ACCIONA**").

Present in more than 60 countries on five continents, ACCIONA carries out its business activities under a commitment to contribute to the economic and social development of the communities in which it operates. One of ACCIONA's main objectives is to lead the transition to a low-carbon economy, and to this end it places at the service of all its projects quality criteria and innovation processes aimed at optimizing 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. In this regard, and among other initiatives, ACCIONA has decided to promote the **Disruptive Storage Technologies for Integration with Renewable Energies Competition** (hereinafter the "**Competition**"), addressing this need by creating an ecosystem that incorporates external startup talent in the generation and conceptual validation of solutions aimed at integrating new storage technologies with renewable energies. The winning startups of the Competition, each one individually and separately from the rest, will enter into a collaboration with ACCIONA's Energy business through a contractual relationship with ACCIONA ENERGÍA, S.A. (a Spanish company belonging to the ACCIONA Group, with registered office at Avda. de la Innovación, 5, 31621 Sarriena, Navarra, VAT number A-31768138 and registered in the Navarra Mercantile Registry) (hereinafter, "**ACCIONA ENERGÍA**") under the conditions set forth in these terms.

This document contains the terms for participating in the Competition. Submitting an application to enter the Competition implies knowledge and acceptance of these terms.

2. Definitions

Minimum Viable Product Storage system with a power range between 30kW and 1M, Battery Management System (BMS) capable of controlling the storage system cells for integration into photovoltaic and wind power generation plants. The maturity level of the technology should be TRL>5.

Selection Panel. The Selection Panel will have a minimum of 4 members and a maximum of 30 including personnel from the Innovation Department, technical experts from different divisions such as Engineering and Construction, Quality and Environment and Production, among others, as well as members of the ACCIONA ENERGÍA Management Committee.

Competition. Competition for disruptive storage technologies, the aim of which is to evaluate and select new technologies to be integrated into a wind farm and/or photovoltaic plant and tested under real operating conditions to improve the hybridization of storage technologies with renewable generation.

Selection Day. It consists of a day where the finalist companies will present their proposed solution to the defined challenge, in front of a Selection Panel that will evaluate the proposed solution based on criteria such as innovation, cost and impact on the business.

3. Who are we looking for?

The Competition is aimed at already established startups with a Minimum Viable Product (TRL>5) that seek to validate their technologies in a real environment and generate new lines of business.

The startups may be both national and international in scope, and must offer proposals, approaches, solutions and ideas that can provide a total or partial response to the challenge defined by ACCIONA ENERGÍA.

Startups must comply with a series of additional requirements detailed in section 5 of these terms (hereinafter, "**Startup Requirements**")

4. The Competition - What do we offer?

The final aim of the competition is the integration of new storage technologies with ACCIONA ENERGÍA's renewable generation plants. This collaboration will allow the selected startups to integrate their storage systems in photovoltaic plants and/or wind farms and to obtain operating data under real operating conditions in order to advance in the development of the product.

To achieve this objective, those ACCIONA ENERGÍA chooses as finalists from the received applications will participate in the Selection Day, which will be held at ACCIONA's headquarters in Spain or online.

After the Selection Day, the Selection Panel will evaluate the proposals presented and select a minimum of one startup that will integrate its technology in the Tudela and/or Barasoain plants. The Selection Panel will also evaluate selecting more than one startup to integrate its technology with those of other startups during the same period of time or consecutively.

Notwithstanding the above, ACCIONA ENERGÍA may declare the Competition void if none of the solutions provided meet the integration criteria defined in the document "Basic storage system integration requirements" or do not present a disruptive technology according to the Selection Panel's evaluation criteria.

Pilot Project

If there are chosen startups once the Selection Day is over, a participation agreement will be signed with ACCIONA ENERGÍA. The startups will provide their services and collaborate with the experts from ACCIONA ENERGÍA. The duration of the collaboration with each of the selected startups shall be determined by ACCIONA ENERGÍA and shall be a minimum of six (6) months and a maximum of one (1) year. During this time both parties will collaborate in order to find a solution to the challenge posed in the Competition. Once the pilots have been completed, ACCIONA ENERGÍA will evaluate the possibility of continuing the professional relationship with the startups.

5. Startup Requirements

Startups that meet the following requirements may participate in the Competition:

- Be a startup that meets the description indicated in section 3. "Who are we looking for?"
- The project leader must be a physical person, of legal age and with legal capacity to enter into an agreement.
- The project company must be legally constituted and not incur in legal cause for dissolution.
- The project leaders must not have been convicted of an offense or be under investigation for fraudulent crimes, unless the crime can no longer be prosecuted.
- The startup may not be participating concurrently in a program with similar characteristics to the Competition.

Any participants who at the time of application or subsequently do not meet any of these requirements may be excluded from the Competition, losing any option to collaborate without the right to claim anything from ACCIONA for any reason.

The information that participants provide when applying for the Competition must be truthful, and those participants whose information is incorrect or incomplete will lose any option to participate in the Competition under the terms established therein. In the event of any change in the data, ACCIONA ENERGÍA must be notified immediately and will assess with ACCIONA ENERGÍA whether the startup still meets the requirements for participation in the Competition.

ACCIONA reserves the right not to accept or remove from the Competition, without prior notice, any participants who, in its opinion, act in a manner that is fraudulent, abusive, contrary to the spirit of the Competition or the law, the rights of third parties and/or good faith. Likewise, ACCIONA may terminate the agreement of any participant or related person whose actions may be contrary to the reputation or good name of ACCIONA.

None of the foregoing actions shall entitle any participant or potential participant to any right or claim for damages, expenses, etc.

6. What do we need from you?

For the startups participating in the selection process:

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

For the selected startups, the signing of the participation agreement with ACCIONA ENERGÍA which will include, among others, the following commitments:

- To develop and operate the pilot project exclusively through the persons or entities that sign the agreement with ACCIONA ENERGÍA, giving the pilot project priority dedication to enable its viability.
- To participate in the Competition in accordance with the instructions provided by ACCIONA ENERGÍA.

- To participate in all the sessions, interviews, events and activities of the Competition, with a minimum physical presence at ACCIONA ENERGÍA headquarters to allow the viability of the pilot project.
- With regard to the leaders/representatives, to remain as majority partners of the startup and have control over its administrative body and/or management team.
- Assigning to the startup the right to use and exploit any works (e.g. software, documents, designs, licenses, utility models, industrial designs, labels or other intellectual and industrial property rights) created or developed by the partners, the employees of the startup or other collaborators of the startup, as a result of the collaboration between ACCIONA ENERGÍA and the startup and within the framework of the Competition.
- Granting of the right of preferential negotiation in favor of ACCIONA of the products or services developed within the framework of the Competition.
- To respect all the agreements and commitments of social, ethical and corporate responsibility of which ACCIONA is a party or has acquired at that time.

7. Rights granted to ACCIONA by the Competition

Image rights

Participants will authorize ACCIONA to invite the media to cover the different activities carried out during the Competition. Likewise, all selected candidates shall authorize ACCIONA to disclose and publish a summary of the Competition projects on the Internet, social networks and in any other type of media, and to use the image and name of the participants responsible for such projects.

Right of first refusal

At the time of signing the agreement that will regulate the participation of the startups in the Competition, ACCIONA will be granted a right of first refusal (the "**Right of First Refusal**"). This will mean that, during the term of the participation agreement, ACCIONA will have a Right of First Refusal, without the obligation to reach an agreement, for the acquisition, marketing, licensing, distribution and any kind of exploitation of the results, products or services of the pilot (the "**Product**", as defined below) over any third party. The Right of First Refusal shall not be considered an exclusive marketing right, and the leaders/representatives of the project may, after having offered it to ACCIONA, offer it to interested third parties. "**Product**" shall mean all the knowledge and technologies, whether or not they can be licensed, such as experimental information, formulas, software, creations, discoveries, know-how, information or inventions obtained or developed within the framework of the pilot. The requirements for the acquisition, marketing, distribution or exploitation of the Products will be agreed on market conditions, and ACCIONA will benefit from the best conditions offered to any customer, business partner or, in general, any third party.

Right to information and project follow-up

For the purposes of monitoring the project and taking maximum advantage of the Competition, ACCIONA will have the right to access all the documentation and information generated for or during the pilot project that it reasonably requests, and the startup must submit to ACCIONA a monthly report describing the degree of compliance with the agreed milestones and their forecasts, and must also be available to ACCIONA so that it can monitor the pilot project and ensure proper compliance with the Competition.

Assignment of rights

ACCIONA may assign any rights and obligations arising from these terms to other companies in the ACCIONA Group, which is understood to mean the Group as defined in Article 42 of the Commercial Code.

8. Protection of Personal Data

In compliance with EU Regulation 2016/679 on Data Protection and other current legislation, you are hereby informed that your personal data will be processed by Acciona, S.A., with VAT number: A-08001851; Address: Avenida de Europa, number 18, 28108, Alcobendas (Madrid); Telephone: 91.663.28.51; Data Protection Department: protecciondedatos@acciona.com; in order to manage your potential participation in the Competition, as well as in future programs and other possible collaboration opportunities. The legal basis for the processing of the data is the consent given when the data is provided. If you do not provide the necessary data, your request will not be processed. The data will be stored as long as the relationship is maintained and you do not request their deletion.

Your data may be transferred to other ACCIONA Group companies (a list of which may be consulted in the notes to the latest consolidated financial statements of ACCIONA www.acciona.com/es/accionistas-inversores/informacion-financiera/cuentas-anuales/). Similarly, ACCIONA informs you that, in order to carry out the aforementioned purposes, it uses computer applications and other services from third-party suppliers. Some of these applications and suppliers and ACCIONA Group entities may be located outside the European Union (EU), including countries in which a legal level of data protection applies that is not comparable with the level of data protection applied within the EEA, which implies a possible international transfer of data. In any event, such transfers are legitimate and are covered by one of the safeguards provided by existing data protection legislation, such as a recognized legal adequacy mechanism, which may include formalizing standard contractual clauses approved by the EU concerning the transfer of personal information and that it is done in a secure manner and in accordance with this Privacy Policy.

You may exercise your rights to access, rectify, delete and transfer your data, and to limit and oppose its processing, before ACCIONA, by writing to the Data Protection Department at Avenida de Europa, 18, 28108 Alcobendas (Madrid), or by sending an e-mail to the following address: protecciondedatos@acciona.com, attaching a copy of your National Identity Document or other identifying document.

Likewise, you may withdraw the consent given at any time by contacting the above-mentioned address, as well as make a complaint to the Control Authority (Spanish Data Protection Agency www.aepd.es).

9. Industrial and Intellectual Property Rights

The participants consent expressly and by merely participating in the Competition that ACCIONA may use their name for the purpose of publicizing the projects selected without any remuneration being generated in their favor.

By submitting applications to participate, the project leaders guarantee that:

- The projects are the originals of their authors and/or are freely available or, where appropriate, have the express authorization of their legitimate owners, for the purposes of disclosure through this Competition.

- The participant authorizes ACCIONA to upload the summary of the projects to their respective official web sites, and accepts that visitors to the websites may access such information in accordance with the terms and conditions of use of such website.
- The participant authorizes ACCIONA's use of the name and title of his/her project, without any time limit, to be mentioned on the website or for any actions or events related in any way to ACCIONA, as well as to be reflected in the historical archives and different media of ACCIONA and of the Competition.
- The ownership of all industrial and/or intellectual property rights created by the participating startups will remain with the selected startups, which will be the sole and exclusive owners of the technologies created within the framework of their projects.
- The submission of projects does not imply any assignment of industrial or intellectual property rights.

The participants undertake to indemnify ACCIONA against any claims by third parties for damages arising from any projects submitted or from the use made of the projects by ACCIONA in the event of infringement of intellectual or industrial property rights, unfair competition or any other applicable legislation. ACCIONA assumes no liability, either directly or indirectly, for any type of controversy, dispute and/or litigation that may arise from the publication, disclosure and/or dissemination of projects through the Competition without the mandatory consent of their legitimate owners. Likewise, ACCIONA does not assume any liability for the breach of any rule or any infringement of the rights of third parties by participants within the framework of their participation in the Competition, and participants undertake to hold ACCIONA harmless in such cases.

10. Acceptance of the Terms

By registering in the Competition, the participant accepts fully and without any reservations or conditions the terms contained herein, as well as the agreements and decisions adopted by ACCIONA within the framework of the Competition.

ACCIONA reserves the right to modify the terms and conditions of this competition at any time, including the possibility of cancellation, and undertakes to give sufficient notice of the new terms and conditions or, as the case may be, of definitive cancellation, without this giving rise to any right of claim to the participants under any circumstances.

11. Applicable Law

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

12. Contact

For any queries or doubts relating to the Competition or the submission of applications, interested parties may contact ACCIONA at the following e-mail address: innovation@innovation.com