

LEGAL RULES FOR PARTICIPATING I'MNOVATION 2022 PROGRAMME



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1. 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 No. A-08001851 and listed in the Company Register of Madrid. ACCIONA, S.A. is the parent company of Acciona Group, a leader in infrastructure, renewable energy, water and services solutions worldwide through its subsidiaries (hereinafter the '**Divisions**'). ACCIONA, S.A. and the Divisions will be jointly referred to herein as '**ACCIONA**' and they will jointly lead the programme detailed in these Legal Rules and under the title I'MNOVATION.

ACCIONA is present in over 30 countries and carries out its business activities with a commitment to contribute to the financial growth and social welfare of the communities in which it operates. ACCIONA's objective is to lead the transition to a low-carbon economy and it applies quality criteria and innovation processes in all its projects with the aim of optimising the efficient use of resources and care for the environment, firmly committed to its ambition of becoming a carbon-neutral company.

I'MNOVATION is ACCIONA's open innovation programme (hereinafter, the '**Programme**'), in which ACCIONA actively partners with start-ups, scale-ups and spin-offs to co-develop new solutions or business models that respond to the challenges of its business units and the great challenges of the markets at large.

I'MNOVATION is a pole of **identification, attraction and activation of new growth opportunities** for ACCIONA, in which active collaboration among its business units and the various players in the ecosystem is a key element for creating impact not only on the companies involved, but also on society.

This document contains the Rules for participating in the 2021-2022 call of the Programme.

2. TERM DEFINITIONS AND PRINCIPLES OF INTERPRETATION

2.1. Term definitions

ACCIONA shall have the meaning described in section 1.

'Rules' or 'Legal Rules' refers to this document as a whole, i.e. all of its headings plus the annexes.

'Participation Agreement' is the agreement to be signed by the participants who have been proclaimed winners by the Committee of Experts after Selection Day. The signing of this agreement will allow them to acquire the condition of Winning Company. Each participant shall sign only the model proposed by the Division to which it has been assigned and there may be differences between the agreement models of the different Divisions.

'Control' over a company means, directly or indirectly having at least fifty percent (50%) of the share capital and/or the power to directly or indirectly exercise at least fifty percent (50%) of the real voting rights in the aforementioned company, and/or having the right to appoint and/or dismiss the majority of the members of the company's governing bodies and/or any other way of exercising decisive influence over the company's decision-making.

'Committee of Experts' shall be understood to refer to the team set up by ACCIONA to participate in the Proposal Evaluation, Selection Day, Mid-term Evaluation and Demo Day phases, to decide on the continuance of the Proposals and Pilots throughout the different phases of the Programme. The constitution of this committee may vary throughout the Programme.

'Demo Day' shall have the meaning described in section 5.6.

'Divisions' means Acciona Generación Renovable, S.A., Corporación Acciona Infraestructuras, S.L., Acciona Mobility Global, S.L., Acciona Inmobiliaria, S.L., Bestinver, S.A., Acciona Cultural Engineering, S.A. and/or any of their subsidiaries.

‘Winning Companies’ are be all those companies that have signed the Participation Agreement.

‘Pilot Team’ shall be the working group that ACCIONA is to set up to co-develop the Proposal submitted by the Winning Company. It will be comprised of ACCIONA business experts, technical experts and experts in open innovation. The constitution of this team will be configured *ad hoc* for each Pilot.

‘Subsidiary’ means, in relation to a specific person, another person who, directly or indirectly, controls, is controlled, or is under common control, of the person in question, it being understood that exercising ‘control’ over a company means, directly or indirectly having at least fifty percent (50%) of the share capital and/or the power to directly or indirectly exercise at least fifty percent (50%) of the real voting rights in the aforementioned company, and/or having the right to appoint and/or dismiss the majority of the members of the company’s governing bodies and/or any other way of exercising decisive influence over the company’s decision-making.

‘Pilot’ shall be understood to refer to the tests carried out as a result of the co-development of each Proposal between the Winning Company and the Pilot Team, in the real environment provided by ACCIONA for this purpose.

‘Platform’ shall have the meaning described in section 5.1.

‘Minimum Feasible Product’ shall be understood as referring to the solution with the minimum number of possible functions so that its impact on the market developed by the company prior to the submission of the Proposal can be measured.

‘Programme’ shall be understood to refer to ACCIONA’s open innovation competition called ‘I’MNOVATION’ in which ACCIONA selects and partners with certain companies in the market that stand out for their innovative nature. This competition will define, by means of its Legal Rules, the criteria and characteristics that ACCIONA considers necessary to be able to participate.

‘Proposal’ shall be understood as referring to the solution submitted by the candidates to respond to the challenges posed by ACCIONA. It includes the content proposed in section 5.1 Submission of applications. In the event that a company submits solutions for more than one challenge, it will be understood that it has more than one Proposal for the purposes of these Rules.

‘Selection Day’ shall have the meaning described in section 5.3.

2.2. Principles of interpretation:

2.2.1. ACCIONA shall interpret the provisions contained in the Rules.

2.2.2. The defined terms referred to in section 2.1. of these Rules, as well as in any of its annexes, may be used in the plural or singular without altering their meaning when the context so permits. Thus, the singular includes the plural and vice versa.

2.2.3. Unless expressly stated otherwise, the days, weeks, months or years referred to in these Rules shall be understood to be calendar days, months, weeks and years.

2.2.4. Any reference to a section, paragraph, sub-paragraph, sub-heading, title, annex or provision shall be construed as reference to the respective section, paragraph, sub-heading, title, annex or provision in these Rules.

3. PROGRAMME OBJECTIVES AND SCOPE

3.1. Objectives:

The objective of this call is twofold:

- To identify those companies and technologies that have the greatest potential to solve a number of challenges posed by ACCIONA.

- To work on the co-development of new products, services or business models focused on: (i) improving the technical and/or commercial feasibility of the value proposal of the Winning Companies by helping and guiding them through technical advice and financial remuneration for the development of the proposed solution and (ii) developing innovative solutions that make it possible to respond to the challenges proposed by ACCIONA in these Rules.

3.2. Scope:

The 2022 I'MNOVATION call will drive the co-development of pilots that provide new growth opportunities for ACCIONA in the form of new products, services or business models. The Pilots must fit into one of the challenges set by ACCIONA.

The detailed description of the challenges is available at www.imnovation.com and is subject to change by ACCIONA at any time up to the date of Selection Day. Notwithstanding the foregoing, such modification shall not prejudice those nominations that had been submitted prior to the modification of the challenge, which shall continue to be valid as long as they comply with all the published requirements at the time of submission.

From among all the applications received, the Committee of Experts will carry out the evaluation process defined in the 'Programme Phases' section to select the Proposals that will participate in the following phases of the Programme and the ACCIONA Division that will carry out the follow-up.

3.3. Means provided by ACCIONA to the Winning Companies:

- It will bear the costs derived from the partnership and co-development in the terms described under the 'Financial remuneration and other benefits' section.
- It will set up a team devoted to the Pilot. This team, called the Pilot Team, will be comprised of ACCIONA technical experts. More specifically, they will be experts in business and open innovation. Their dedication will be variable depending on the needs that ACCIONA, at its sole discretion, considers the Pilot needs. The composition of this team may vary depending on each Pilot and/or challenge and during the term of the Pilot.
- It will provide access to a real environment for piloting the solution.
- It will enable networking between the different teams participating in the Programme.

4. PROCEDURES, STANDARDS AND REQUIREMENTS FOR PARTICIPATION

4.1. General Aspects

(i) All documents which need to be signed, must be submitted electronically, scanned individually to PDF files, unless otherwise specifically determined. Should the documents contain information on both sides, both sides must be scanned. However, the original of each document may be requested by ACCIONA at any time during the Programme.

(ii) All documents or communications with ACCIONA must be in Spanish or English. In the event that any of the documents are originally in a language other than the above, the original document must be submitted together with a certified (sworn) translation of the same.

(iii) ACCIONA may assign all of its rights and/or obligations to any of its Subsidiaries.

(iv) The entire contents of these Rules and its Annexes are the property of ACCIONA and may not be reproduced in whole or in part.

4.2. Participation requirements

Companies with their own, established technological development, that are no more than seven years old (except for Scale ups, exempt from this requirement), and seek to validate their technologies in a real environment and create new business lines, may participate in the programme. Companies will have to fall into one of the following categories:

- **Start-ups** that have a Minimum Feasible Product of the technology/solution proposed to solve the challenge.

- **Spin-offs of knowledge agents** that have a new development in technologies related to our businesses with market potential.
- **Scale-ups** that have a proven solution in the market that can respond to the proposed challenge but needs to be adapted to the business case.

In all instances, participating companies must meet all of the following requirements:

- The promoter of the Proposal must be a natural person, of legal age and with legal capacity to bind him/herself, who will act on behalf of the participating company.
- The founders of the participating company must own at least 51% of the company or Control of the company. However, this requirement will not apply for certain companies if the Experts Committee decides so.
- The Company must be legally constituted and not be in legal liquidation proceedings.
- The promoters of the Proposal may not have been convicted by final judgement for wilful offences.
- The Company may not concurrently participate in a programme with characteristics similar to those of the Programme.
- The Company must be up to date with its tax and social security obligations.
- The Company may not have tax residence in a non-cooperating jurisdiction.

Participants who originally or subsequently fail to meet any of the above requirements may be excluded from the Programme, forfeiting any right to any recourse and with no right to claim anything from ACCIONA for any reason whatsoever.

The data provided by the participants when registering in the Programme must be truthful, so that those participants whose data are incorrect or incomplete will lose all chances of participating in the Programme under the terms established therein.

ACCIONA reserves the right to refuse to accept or to remove from the Programme, without prior notice, all participants who, in its opinion, act fraudulently, abusively, or contrary to the spirit of the Programme, Law, third-party rights and/or good faith. ACCIONA may also remove any participant or related person whose actions may be deleterious to ACCIONA's reputation or good name.

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

4.3. Unawarded competition

ACCIONA will declare the competition unawarded, i.e. no finalists or no winners in the following cases:

- When no candidate has submitted their Proposal in due time and form.
- When the Committee of Experts considers that none of the Proposals submitted meets the expectations of the proposed challenges.
- When none of the winning Proposals announced by ACCIONA becomes a Winning Company by formalising the respective Participation Agreement.

4.4. Programme Cancellation

ACCIONA reserves the right to cancel the Programme at any time. This decision will be communicated to candidates to the e-mail address provided during the application process detailed in section 5.1. and via the website **www.imnovation.com**.

5. PROGRAMME PHASES

5.1 Submission of applications

Applications shall be submitted entirely through the **open.innovation.com** platform (hereinafter, the 'Platform'), and any Proposal sent by e-mail shall not be considered as submitted. In order to submit a Proposal it is necessary to be registered as a member of the Platform. Registration on the Platform is free of charge but any costs that may be incurred as a result of registration shall be borne by each participant.

Each Proposal, which may be written in English or Spanish, must include:

- **General information about the participant:** This is the company profile (form) that is filled in when registering the company as a member of the Platform. It includes information about the year of foundation, target market, business model, value proposition, team and contact details.
- **Company Pitch Deck:** An updated *pitch deck* in PDF format shall be included as an attachment to the fact sheet.
- **Application form:** Questionnaire to be completed for the submission of the Proposal, consisting of the following questions:
 - How would you solve the challenge?
 - Why is your proposed solution better than other alternatives?
 - What do you expect from your participation in the I'MNOVATION programme?
- **Proposal attached to application form:** Document created in PowerPoint and saved as a PDF. The document may not exceed 10 slides.
 - Description of the solution.
 - Current level of development of the proposed solution.
 - Value proposition of the solution and main differentiating features.
 - Main barriers for the deployment of the solution.
 - What does ACCIONA need to do to pilot the solution? e.g. infrastructure needs, data availability, etc.

Only one application per participant and per challenge will be accepted and the same participant can participate in as many challenges as they consider necessary. In the event of submission of several applications to the same challenge, only the last application to be submitted will be evaluated.

The application period will be open from the date of publication of the Rules until 21 February 2022 at 23:59 hours Spanish time. The period for receipt of applications may be unilaterally extended by ACCIONA. Such modification will be published on the 'Platform' and in the Programme's usual communication channels.

ACCIONA reserves the right to reassign the Proposal submitted by the company to a challenge other than the one for which it was submitted if it deems that the solution is a better fit and better use is made of it.

5.2 Proposal evaluation

The Proposal evaluation process, which will last for a maximum of three months from the closing date of the application submission period, will be divided into the following phases:

1. **Initial Proposal Screening:** The Committee of Experts will verify compliance with the terms and conditions of these Rules by the applications received, as well as the suitability of the proposed solution to the challenge posed. Should the Proposal fail to comply with the participation requirements and/or not respond to the challenge, it will be disqualified.
2. **Evaluation of the company profile:** The Committee of Experts will contact the participating companies individually to hold a meeting in which each company will have to defend its *Pitch Deck*. During this phase, the Committee of Experts will raise queries about the profile of the company and the Proposal submitted. ACCIONA will not hold meetings as part of this process with companies disqualified in the previous phase. ACCIONA may contact the participating companies from the day after receipt of the Proposal through the Platform.

- 3. Evaluation of the Technical Proposal:** The Technical Proposals will be evaluated in detail by the Committee of Experts, who will select the finalists for each challenge. Where necessary, ACCIONA may request an additional meeting to resolve any technical queries that may arise within the Committee of Experts.

The evaluation will be carried out in accordance with the criteria defined in the Proposal Evaluation Criteria section.

During this phase, companies participating in the selection process should:

- Participate in person in meetings, interviews or events proposed by ACCIONA.
- Provide truthful information at all times.

The organization will notify the finalist Proposals via email to the interested parties from innovation@innovation.com. Likewise, non-selection will be communicated by email to the contact email address provided in the Proposal.

5.3 Selection Day

The finalist(s) of each challenge will be invited to participate in the Selection Day event, which will take place within a maximum period of one month from the date of the end of the evaluation of the Proposals. The event is scheduled to be held in person in April at the ACCIONA premises in Madrid. Health and Safety conditions permitting, it will be structured as follows:

- **Signing of a Non-disclosure Agreement:** Once the invitation to the Selection Day has been received, candidates wishing to participate must sign, within seven (7) days of receiving the invitation, the Non-disclosure Agreement attached hereto as ANNEX 1.
- **Plenary Session:** Each finalist will give a 3-minute pitch to present their company.
- **Submission of Proposal to the Committee of Experts:** After the plenary session, private meetings will take place between each finalist and the Committee of Experts. Each meeting will last approximately 30 minutes. The finalist will have 20 minutes to present their Proposal to solve the challenge. Ten minutes will be reserved at the end of the meeting for queries from the ACCIONA Committee of Experts.

It is mandatory that at least one representative from each finalist be present during the event. It will be valued that the representative be one of the company's founders or an active member of its working team. Absence on this day would be sufficient reason for disqualification. ACCIONA may provide a means of transport and accommodation when the participating company does not have a head office or representation in Madrid. This fact must be stated at the time of registration.

Once the event is over, the Committee of Experts will select the winner or winners of each challenge within a maximum of 10 days. Winners will be notified via the e-mail address provided and will be informed whether their Proposal will continue under the respective Division. Likewise, non-winners will be informed of the decision not to continue advancing in their Proposal.

5.4 Solution co-development

The Winning Companies must sign the Participation Agreement proposed by the Division assigned to them within 15 days. The Participation Agreement will govern relations between ACCIONA and the Winning Company throughout the deployment of the Pilot.

The Winning Companies will then work together with the assigned Pilot Team to define the scope of the piloting to be undertaken. The final decision on such scope, in case of disagreement, will rest with ACCIONA.

This phase will have a maximum duration of 6 months, a time horizon in which relevant results must be achieved that will allow ACCIONA to assess the suitability of continuing the relationship with the winner of the challenge. The target results, which will be set jointly by both parties at the beginning of the pilot, may be subject to revision during the course of the pilot.

The financial endowment, as well as the resources that ACCIONA makes available to the Winning Company, are described under the headings ‘**Resources provided by ACCIONA to Winning Companies**’ and ‘**Financial remuneration and other benefits**’.

5.5 Mid-term Evaluation

A checkpoint will be set between approximately the third and fourth month of the deployment of the Pilot to evaluate the partial results achieved up to that date. In this evaluation the Pilot teams will give a presentation of their Pilot’s evolution, key milestones achieved and next steps to the Committee of Experts. Based on the information provided by the pilot team, the Committee of Experts will determine the suitability of continuing with the deployment of the Pilot, as well as, if ACCIONA considers it appropriate, the possibility of considering a possible future entry into the capital of the company that has had a favourable evaluation in this Mid-term Evaluation stage.. In this case, the Winning Company will undertake to negotiate with ACCIONA a discount for the next investment round...

Unless expressly communicated by the Committee of Experts within a maximum period of 10 days from the date of the presentation, it will be understood that the Pilot will continue to progress during the following months until it reaches the maximum total duration of 6 months. Otherwise, the company will be notified of the termination of its participation in the Programme.

5.6 Demo Day

Once all Winning Companies have completed their Pilot, all Winning Companies will be invited to an event. In this event or Demo Day, the results of the Pilot will be presented. The presentation of the results will be made jointly by the Committee of Experts and the team of the Winning Company.

The event, which, health conditions permitting, will take place in person at ACCIONA’s premises in Madrid, will be structured as follows:

- **Plenary Session:** Each finalist will give a 10-minute speech in which they will present the results of the pilot to ACCIONA’s different business units. The aim of this presentation will be to enable the possible cross-cutting application of the results to other areas or business units.
- **Presentation of results and next steps:** After the Plenary Session, private meetings between each team and the Committee of Experts will take place. These meetings will be used by the Committee of Experts to assess the suitability of continuing to work with the Challenge Winning Company, as well as to define the relationship model with the company, for which the Committee of Experts may require additional information.

Each Winning Company will have to cover its own costs to attend this event.

5.7 Scaling Phase

Upon completion of the pilot and after analysing the results, ACCIONA may, at its sole discretion, offer the Winning Companies the opportunity to participate in an escalation of the Pilot. At this stage both parties become more committed to each other. On the one hand, ACCIONA will reinforce its commitment in one of the following ways: (i) by working jointly on a new development on the solution, (ii) by making a new financial contribution to the Pilot or (iii) by entering into the company’s share capital in the event of an investment round. For its part, the Winning Company will undertake to negotiate with ACCIONA a discount for the next investment round, as well as to grant ACCIONA better specific conditions for marketing the product that is the purpose of the Pilot.

These terms, and others that may be agreed between the Parties, will be specified in the Escalation Agreement to be signed by both parties.

6. PROGRAMME SCHEDULE

The Programme schedule will be determined by the information provided in the previous section (section 5) and may be updated and notified through the Platform.

7. CRITERIA FOR EVALUATING THE PROPOSALS.

Applications will be evaluated according to the following criteria:

- **How the solution fits into the proposed challenge:** Capability of the proposed solution to solve the challenge posed by ACCIONA.
- **Degree of innovation:** Differential value of the proposed technological solution and application of disruptive technologies.
- **Current solution maturity:** Degree of development of the proposed solution to the challenge and opportunity to co-develop the value proposition.
- **Technical and market feasibility:** Technological feasibility of the solution and feasibility of bringing the solution to market (technical and regulatory limitations, etc.).
- **Scalability of the solution at the commercial and geographical levels:** Market opportunity and scalability limitations.
- **Capacity and experience of the entrepreneurial team to carry out the Pilot and its possible scaling up:** Competence of the entrepreneurial team, diversity of profiles, degree and dedication and commitment of the founding team.
- **Value created for ACCIONA with the co-development of the Pilot:** Potential of the solution to create a competitive advantage, a new product or new business model.
- **Socio-economic impact:** Contribution of the proposal to the achievement of the Sustainable Development Goals and the decarbonisation of the economy.

No information will be provided on the individual evaluation of each Proposal submitted. ACCIONA's decision on any aspect of the selection process will be final and not subject to appeal.

8. FINANCIAL REMUNERATION AND OTHER BENEFITS'

ACCIONA will pay the Winning Companies a maximum of EUR 50,000 per Pilot for collaboration and co-development costs.

- THIRTY THOUSAND EUROS (€30,000) to be paid after signing the Participation Agreement.
- TWENTY THOUSAND EUROS (€20,000) to be paid after the Mid-term Evaluation (subject to having successfully passed the Mid-term Evaluation defined in section 5.5. Companies that are informed that their participation in the Programme has ended will not be entitled to claim this payment).

In addition, the Winning Company will have access to the following benefits:

- Accompaniment during the development of the Pilot to propose the future relationship model with ACCIONA, if applicable.
- Access to specialists in the business areas where the Pilot is developed, who will offer their experience to improve the competitiveness of the solutions developed.
- Validation of the solution in a real environment provided by ACCIONA.
- Visibility and awareness within the ecosystem and sectors where ACCIONA operates.
- Complementary training in different thematic areas.

9. PARTICIPATION AGREEMENT

The Participation Agreement is the contractual framework that regulates the relationship between the Winning Company and ACCIONA. Depending on the Division assigned, the model Participation Agreement may be different. The template will only be provided to the representatives of the finalist Proposals attending Selection Day.

10. RIGHTS GRANTED TO ACCIONA BY THE PROGRAMME

Image rights

Participants authorise ACCIONA to invite the media to cover the different activities carried out during the Programme. In addition, all Winning Companies shall authorise ACCIONA to disclose and publish on the internet, social networks and in any other type of media a summary of the Pilots that are the purpose of the Programme, as well as to use the image and name of the participants responsible for such Pilots.

For the purposes of monitoring the Pilot and making the most of the Programme, ACCIONA will have the right to access all documentation and information created for or during the Pilot as it may reasonably request, and the Company shall submit a monthly report to ACCIONA describing the degree of compliance with the agreed milestones and its forecasts, as well as being available to ACCIONA so that it can monitor the Pilot and ensure correct compliance with the Programme.

11. TAXES

The following laws shall apply: Law 27/2014, of 27 November 2014 on Corporate Income Tax; Royal Decree 634/2015, of 10 July 2015, which approves the Corporate Income Tax Regulations; Royal Legislative Decree 5/2004, of 5 March 2004, which approves the Consolidated Text of the Non-Resident Income Tax Act; and Royal Decree 1776/2004, of 30 July 2004, which approves the Non-Resident Income Tax Regulations. Therefore, where applicable, ACCIONA shall be responsible for the appropriate withholding of Corporate Income Tax or Non-Resident Income Tax.

In accordance with the aforementioned regulations, the withholding established at any given time in accordance with current law shall be applied. If a Double Taxation Avoidance Agreement signed by Spain is applicable, the provisions of said Agreement will apply. In the event that a Double Taxation Avoidance Agreement signed with Spain is applicable, the corresponding Certificate of Tax Residence in force, issued by the tax authorities of the participant's country of residence and which complies with the legal requirements established for this purpose, must be provided.

ACCIONA shall not be liable for the participant's tax obligations, for which ACCIONA shall be indemnified. To this end, ACCIONA will, if applicable, issue and send the participant a certificate with the corresponding data at the end of the calendar year. Where applicable, the regulations established in Law 37/1992 of 28 December 1992 on Value Added Tax, as well as the regulations applicable to indirect taxation in the participant's jurisdiction of residence for tax purposes, shall apply. Any indirect taxation that may be applicable and that is not recoverable by ACCIONA shall be borne by the participant.

12. PROTECTION OF DATA OF A PERSONAL NATURE

In compliance with EU Regulation 2016/679 on Data Protection and other applicable laws, you are hereby informed that your personal data will be processed by Acciona, S.A., with Tax ID no.: A-08001851; Address: Avenida de Europa, number 18, 28108, Alcobendas (Madrid); Telephone: +34 916632851; Data Protection Department: protecciondedatos@acciona.com; in order to manage your potential participation in the Programme, as well as in future programmes and other possible partnership opportunities. The legal basis for data processing is the consent given when providing the data. If you do not provide the necessary information, we will not be able to process your request. Your data will be stored as long as the relationship is maintained and its erasure is not requested.

Your data may be transferred to other ACCIONA Group entities (a list of which can be found in the notes to the latest consolidated financial statements of ACCIONA, S.A., www.acciona.com/es/accionistas-inversores/informacion-financiera/cuentas-anales/) and, specifically, to the entity or entities that finally co-develop the solutions with the Winning Companies. Likewise, Acciona, S.A. hereby notifies you that, in order to carry out the aforementioned purposes, it uses computer applications and other services of third-party suppliers. Some of these applications and ACCIONA Group suppliers and entities may be located outside the European Union (EU), including countries where a legal level of data protection comparable to the level of data protection that applies within the EEA may not be applied, implying a possible international transfer of data. In any event, such transfers are legitimate and are covered by one of the safeguards set out in current data protection laws, such as having a recognised legal adequacy mechanism

in place, which may include formalising EU-approved standard contractual clauses regarding the transfer of personal information and that it is processed securely and in accordance with this privacy policy.

You may exercise your rights of access, rectification, erasure and data portability, and of limiting and objecting to their processing, by writing to Acciona, S.A., at Avenida de Europa, 18, 28108 Alcobendas (Madrid), or by sending an e-mail message to the following address: protecciondedatos@acciona.com, enclosing a copy of your ID card or other identifying document. Likewise, you may withdraw, at any time, the consent given by writing to the above address, as well as lodge a complaint with the Supervisory Authority (Spanish Data Protection Agency www.aepd.es).

13. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

By the mere fact of participating in the Programme, participants expressly consent to ACCIONA's use of their name for the purpose of publicising the selected Pilots without receiving any remuneration whatsoever.

In submitting requests for participation, the promoters of the requests for participation guarantee that:

- The Proposals are originals of their authors and/or are freely available to their authors or, if applicable, have the express authorisation of their legitimate owners, for the purpose of being disclosed through this Programme.
- The participant authorises ACCIONA to upload to its respective official websites the summary of the Pilots, and agrees that visitors to the websites may have access to such information in accordance with the terms of use of such website.
- The participant authorises the use by ACCIONA of the name and title of their Pilot, without time limit, to be mentioned on the website or for any activities or events related in any way to ACCIONA, as well as to be reflected in ACCIONA's and the Programme's historical archives and other media of various kinds.
- Unless otherwise agreed in writing between the parties, the ownership of all industrial and/or intellectual property rights created by the participating companies will remain with the selected companies, who will be the sole and exclusive owners of the technologies created within the framework of their Pilots.
- The submission of the Proposals does not imply any assignment of industrial or intellectual property rights.

Participants undertake to hold ACCIONA harmless against any claims by third parties for damages arising from any of the Pilots presented or the use made of them by ACCIONA in the event of infringement of intellectual or industrial property rights, unfair competition or any other applicable legislation. ACCIONA assumes no liability whatsoever, either directly or indirectly, with respect to any type of controversy, dispute and/or litigation as may arise from the publication, disclosure and/or dissemination of the Pilots through the programme without the required consent of their legitimate owners. Furthermore, ACCIONA assumes no liability whatsoever for any breach of any regulation or any infringement of third-party rights by participants in the context of their participation in the Programme, the participants undertaking to hold ACCIONA harmless in such case.

14. ACCEPTANCE OF THE GUIDELINES

By registering for the Programme, the participant fully and unconditionally accepts the terms contained in these Rules and Conditions, as well as the agreements and decisions adopted by ACCIONA within the framework of the Programme.

ACCIONA reserves the right to modify the conditions of this competition at any time, including its possible cancellation, and undertakes to give sufficient advance notice of the new conditions or, where appropriate, the definitive cancellation, without this giving rise to any right of claim on the part of the participants for any reason whatsoever.

15. APPLICABLE LAW

These Rules are governed by Spanish law. ACCIONA and the participants agree to submit to the jurisdiction of the Courts of the city of Madrid, expressly waiving any other jurisdiction as may apply to them.

16. CONTACT

For any queries related to the Programme or the submission of applications for admission, interested parties may contact ACCIONA at the following e-mail address: innovation@innovation.com.

ANNEX I
NON-DISCLOSURE AGREEMENT

[COMPANY]

And

[ACCIONA]

NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement (hereinafter referred to as the 'Agreement') is made and entered into on [...] (hereinafter referred to as the 'Effective Date').

BETWEEN

The party of the first part, [COMPANY], a duly registered [nationality] company, with tax identification number [...], with registered office at [address including postcode], represented herein by [name of representative], of full legal age, with identity card no. [number]; in their capacity as [position], according to the deed authorised by the notary of [city of the notary], [name of notary], on [date of deed], with number [...] of his/her files (hereinafter the 'COMPANY');

And

The party of the second part, [ACCIONA], a duly registered [nationality] company, with tax identification number [...], with registered office at [address including postcode], represented herein by [name of representative], of full legal age, with identity card no. [number]; in their capacity as [position], according to the deed authorised by the notary of [city of the notary], [name of notary], on [date of deed], with number [...] of his/her files (hereinafter 'ACCIONA');

For the purposes of this Agreement, the COMPANY and ACCIONA are hereinafter collectively referred to as the 'Parties' and individually and interchangeably as a 'Party'.

Both Parties recognise each other's legal capacity to enter into this Agreement, and to this effect, make the following

RECITALS

- I. Whereas ACCIONA Group is present in more than 35 countries on five continents and, through its different business lines (construction, concessions and water), offers solutions adapted to each project and guarantees a comprehensive offer that covers the entire value chain of a project: development, engineering and construction, operation and maintenance.
- II. The COMPANY is [complete as above].
- III. ACCIONA and the COMPANY express their wish to share information on the proposal submitted by the COMPANY to the challenge 'Name of the Challenge' in order to assess its possible participation in the Open Innovation Programme (hereinafter, the 'Programme') called by the ACCIONA Group, the terms and conditions of which are available at 'innovation.com (hereinafter, the 'Proposal').
- IV. For the purpose of assessing their potential suitability to participate in the Open Innovation Programme, the Parties have requested certain Confidential Information (as defined in clause 1.2) from each other.
- V. The Parties agree to use the Confidential Information solely for the purpose of assessing the feasibility of the Proposal.

Accordingly, the Parties enter into this Agreement, which shall be governed by the terms and conditions set forth below:

CLAUSES

1. DEFINITIONS AND INTERPRETATION

- 1.1. **Interpretation.** References to a Party include, unless the context otherwise requires, any authorised representative or employee of that Party.

The headings contained in this Agreement are for illustrative purposes only and shall not affect its content or interpretation.

References to any clause, unless otherwise stated, shall be construed as references to clauses of this Agreement.

When the context so requires, the singular will include the plural and vice versa.

Words denoting persons or contracting parties shall include companies, firms and any other entity (whether or not having separate legal personality). Likewise, the use of any of the genders should be interpreted as inclusive of all.

- 1.2. **Definitions.** For the purposes of this Agreement, the following words and expressions shall have the meanings described below:

'Data Processor' means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Data Controller.

'Subsidiary' means, in relation to a specific person, another person who, directly or indirectly, controls, is controlled, or is under common control, of the person in question, it being understood that exercising 'control' over a company means, directly or indirectly having at least fifty percent (50%) of the share capital and/or the power to directly or indirectly exercise at least fifty percent (50%) of the real voting rights in the aforementioned company, and/or having the right to appoint and/or dismiss the majority of the members of the company's governing bodies and/or any other way of exercising decisive influence over the company's decision-making.

'Group' means, in relation to a company, the company and its Subsidiaries.

'Confidential Information' comprises any information or data disclosed in connection with this Project (this being understood as including any form, whether written, oral, visual or electronic, as well as by any other means or channel, directly or indirectly, regardless of whether in whole or in part) by the Disclosing Party, or by a third party on its behalf, to the Receiving Party and shall include, but not be limited to, information:

- (i) in connection with the business, affairs and operations of the Disclosing Party and/or its Subsidiaries, including financial information (in particular, non-public

information relating to the Disclosing Party such as: consolidated accounts, price or other financially sensitive information) and information, business models and agreements, names of clients or partners (whether potential or existing), corporate strategies or plans, cost and pricing data, market and/or financial projections, know-how, methodologies, formulas, operating procedures, trade secrets, business fabric and sphere of influence, market opportunities, product or service specifications (including, *inter alia*, without limitation, the form, materials and design of any relevant equipment or any part thereof), drawings, photographs, films, reports, instructions, applications of information technology or any other confidential business information or techniques, as well as notes, analyses, working papers, compilations, memoranda, comparisons, studies or other documents prepared by the Disclosing Party containing, reflecting or based upon or prepared from such information; or

- (ii) all information, notes, analyses, compilations, studies, specifications, drawings or other documents produced, developed or compiled from such information by the Receiving Party and/or its Representatives.
- (iii) Notwithstanding the foregoing, information shall not be considered Confidential Information if it:
 - a) was in the public domain prior to disclosure; or enters the public domain through publication or other means, but not through an action or omission of the Receiving Party contrary to this Agreement; or
 - b) was in the possession of the Receiving Party prior to the Effective Date; or
 - c) is independently developed by the Receiving Party without the use of Confidential Information; or
 - d) is or becomes available to the Receiving Party on a non-confidential basis from a deemed third-party source, i.e., other than the Disclosing Party or any of its Affiliates, provided that such source has represented to the Receiving Party that it is not subject to any confidentiality obligations; or
 - e) is required by law, court order or pursuant to securities exchange regulations, regulatory, supervisory or governmental authority. However, whenever possible, the Receiving Party shall give the Disclosing Party at least two (2) business days' notice of the demand, so that it may request such interim measures as it deems appropriate; or
 - f) the Disclosing Party waives the confidentiality obligation, in writing and prior to its disclosure.

The burden of proof as to the applicability of any of the above exclusions is on the Receiving Party.

'IT Systems' includes all computer systems and/or programs, networks, hardware, software, search engines, electronic databases and websites used to process, store, maintain and operate data, information and control systems whether owned, used or provided by any of the Parties or their Affiliates.

'Receiving Party' refers to the Party receiving the Confidential Information from the Disclosing Party.

'Disclosing Party' means, as applicable from time to time, the Party owning the Confidential Information that is shared with the other Party.

'Representatives' means, in relation to a company, any member of its Group and in particular the directors, officers, employees, consultants, agents, financial advisers and professional advisers of the company and/or any company in its Group.

'Data Controller' is the natural or legal person, public authority, department or other body which, individually or jointly, determines the purposes and means of the processing.

2 PURPOSE

- 2.1. The purpose of this Agreement is to enable the Parties to enter into discussions and exchange information on a confidential basis concerning the Proposal and their possible participation in the Programme (hereinafter referred to as the **'Purpose'**). To this end, each Party agrees to maintain the confidentiality of any Confidential Information received by the other Party under this Agreement.

3. TERM

- 3.1. This Agreement shall become effective on the Effective Date and shall continue in effect for so long as the Receiving Party is in possession of or has knowledge of any Confidential Information received or derived from the Disclosing Party for a maximum duration of two (2) years from the Effective Date. The provisions of Clause 8.4 (Publication) and Clause 11 (Applicable Law and Jurisdiction) shall survive such expiration.

4. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

- 4.1. **Confidentiality undertaking.** In connection with Confidential Information disclosed by the Disclosing Party to the Receiving Party, the Receiving Party agrees to:
- (i) refrain from communicating, disclosing or making available to third parties all or part of the Confidential Information;
 - (ii) refrain from using, directly or indirectly, or permitting others to use, Confidential Information disclosed pursuant to this Agreement for a purpose other than the Purpose for which it was disclosed;
 - (iii) refrain from copying, reproducing or putting in writing any part of the Confidential Information, except where reasonable for the Purpose intended, where required

by applicable law or where necessary in accordance with internal backup and retention policy;

- (iv) take all reasonable steps to protect the confidentiality of Confidential Information. Such steps shall be at least equivalent to the diligence that the Receiving Party uses to protect its own Confidential Information, which shall be at least the business and professional diligence required in the course of trade; and
- (v) indemnify the Disclosing Party against any direct loss or damage which it may suffer or incur as a result of any breach of confidentiality by the Receiving Party or any of its Representatives as detailed in clause 8.2 below.

4.2. **Additional undertakings.** The Receiving Party shall ensure that all necessary steps are taken to ensure the confidentiality of the Confidential Information, including but not limited to the following:

- (i) not transmitting Confidential Information in any form or by any means without the prior written consent of the Disclosing Party; and
- (ii) providing the Confidential Information only to Representatives who reasonably need to know such information for the agreed Purpose. In any event, the Representatives shall have entered into a confidentiality undertaking no less restrictive than that contained in this Agreement and in the case of external Representatives (other than directors, officers or employees of the Receiving Party), such undertaking shall be in writing.

5. EXCLUSION OF OTHER RIGHTS.

5.1. **Future agreements.** The sole purpose of this Agreement is to protect the confidentiality of Confidential Information. This Agreement does not bind either Party to enter into any future agreements. Until a definitive agreement has been signed and delivered by the Parties, no contract or agreement shall be deemed to exist between them other than this Agreement. The term 'definitive agreement' does not include signed statements of intent or any other preliminary written agreement; nor does it include any acceptance, oral or written, of offers or bids by either Party. Accordingly, this Agreement does not create any form of joint venture between the Parties. Neither Party shall be deemed, expressly or by implication, to be an agent or partner of the other Party by reason of any undertakings made under this Agreement.

5.2. **Ownership of Confidential Information.** The Disclosing Party warrants and represents that it has the right to deliver the Confidential Information disclosed to the Receiving Party. Confidential Information delivered pursuant to this Agreement shall remain the property of the Disclosing Party, and this Agreement shall not be construed as a right of any kind with respect to the Confidential Information.

5.3. **Independent development.** While all intellectual property rights in the Confidential Information and all media containing such information shall remain the property of the Disclosing Party, the Disclosing Party understands that the Receiving Party or its Affiliates

may currently or in the future be internally developing, or receiving from third parties, information that may be similar to the Disclosing Party's Confidential Information. Accordingly, nothing in this Agreement shall be construed to prohibit or limit the Receiving Party or its Affiliates from independently developing or acquiring other products or projects, even though, without breaching the obligations set forth in this Agreement, they may compete with the products, projects or systems covered by the Confidential Information of the Disclosing Party.

- 5.4. **Licenses.** All rights in Confidential Information shall continue to be reserved solely to the Disclosing Party and no rights or obligations are granted other than as expressly set forth herein. In particular, this Agreement does not grant any license directly or indirectly related to any invention, discovery, patent, copyright or other intellectual or industrial property, now or in the future, that the Disclosing Party may own, develop or secure.

6. RETURN OF CONFIDENTIAL INFORMATION

- 6.1. The Receiving Party agrees, upon written request of the Disclosing Party and to the extent that it is technically reasonable, to return to the Disclosing Party or destroy the Confidential Information and all copies thereof, unless otherwise required by applicable law or maintained to comply with the internal record keeping policy. However, the Disclosing Party acknowledges that the Receiving Party may have automatic backup functions on its servers and information systems that make the complete destruction of Confidential Information impossible.
- 6.2. Notwithstanding the return or destruction of the Confidential Information, both Parties shall remain bound by their obligations under this Agreement.

7. WAIVER. EARLY TERMINATION

- 7.1. Nothing contained in this Agreement shall be construed or implied in a manner that requires the Disclosing Party to provide any specific type of information, confidential or otherwise.
- 7.2. Each Party reserves the right, at its sole and absolute discretion and any time, to refuse to provide further Confidential Information, to reject any or all proposals and to terminate negotiations without liability to the other Party and without having to give any reason. Notwithstanding the foregoing, early termination of the Agreement shall not relieve each Party of its confidentiality obligations under this Agreement which shall survive the expiry of the Agreement as set forth in Clause 3 (Term).

8. GENERAL

- 8.1. **Waivers.** No failure or delay by the Disclosing Party in exercising any action or right under this Agreement shall constitute a waiver thereof. Likewise, when the Disclosing Party partially or individually exercises any right or action that has been attributed to it, it shall continue to be able to request its subsequent total or joint enforcement.

- 8.2. **Damages.** In the event of a breach of the confidentiality obligations under this Agreement by the Receiving Party or its Representatives, the Receiving Party shall be liable for direct damages (excluding all damages for loss of production, loss of profit, loss of business and consequential damages), costs and expenses arising from such breach. However, the Receiving Party shall not be liable for damages resulting from negligence attributable to the Disclosing Party or its Representatives.

The Receiving Party accepts that financial remedies for its breach may be insufficient and, as such, the Disclosing Party may seek injunctive relief or other injunctions from the competent courts in any of the following circumstances: (i) should the Receiving Party breach or jeopardise the performance of its obligations under this Agreement or, (ii) should the Disclosing Party have reasonable grounds to believe that the Receiving Party will not comply with the Agreement.

- 8.3. **Assignment.** This Agreement may not be assigned in whole or in part by the COMPANY without the prior written consent of ACCIONA.
- 8.4. **Publication.** The Company agrees to keep confidential the existence and nature of this Agreement and the discussions between the Parties relating to the Purpose. The Company further agrees not to disclose or make any public statement, publication or other disclosure with respect to this Agreement without the prior written consent from the other Party.
- 8.5. **Primacy of the Agreement.** This Agreement comprises all undertakings and covenants between the Parties with respect to the Confidential Information and supersedes all prior agreements, covenants and undertakings with respect to the Purpose.
- 8.6. **Independence and integration of clauses.** Should any provision of this Agreement be held to be unenforceable, the remaining covenants and provisions of the Agreement shall not be affected and shall remain in full force and effect.
- 8.7. **Modifications.** All modifications, terminations and waivers related to this Agreement shall be in writing and notified in accordance with the provisions herein.
- 8.8. **Costs.** Each Party shall bear its own costs in connection with the preparation and implementation of this Agreement.
- 8.9. **Cybersecurity.** The Parties and their Affiliates: (i) currently comply with all applicable laws or statutes and all rulings issued by governmental or regulatory authorities, internal policies and contractual obligations relating to the privacy and security of IT Systems as well as for the protection of such IT Systems from unauthorised use, access, misappropriation or modification; and (ii) the Parties have implemented backup and recovery technology in accordance with industry standards and practices.

9. COMMUNICATION AND NOTICES

- 9.1. All notices and other communications sent to either Party pursuant to the provisions of this Agreement shall be deemed to have been delivered on the date of receipt by the

receiving Party if delivered by hand, courier with delivery confirmation, e-mail with return receipt requested, registered letter or bureaufax.

[COMPANY]

[ACCIONA]

Contact person: [...]

Contact person: [...]

Address: [...]

Address: [...]

Phone number: (+...) [...]

Phone number: (+...) [...]

E-mail: [...]

E-mail: [...]

10. DATA PROTECTION.

- 10.1. The Parties state and assure compliance with their legal obligations regarding the protection of data of a personal nature in accordance with the provisions of data protection regulations in force at all times, having taken the necessary steps of security, confidentiality and integrity of personal data in order to avoid its alteration, loss, processing or unauthorised access in accordance with the provisions of the applicable regulations.
- 10.2. Given the nature of this Agreement, neither Party shall have access to personal data of the other Party during the term of this Agreement and therefore neither Party shall be considered a Processor. However, should the need arise, during the course of the contractual relationship between the Parties, for either Party to access or process personal data on behalf of the other Party, the Parties undertake to enter into a data access agreement that complies with the requirements set out by the regulations in force at that time.
- 10.3. The signatories and the persons designated as reference/contact persons in the Agreement are hereby informed that their personal data will be processed for the purpose of being used in connection with the development and execution of this Agreement, as well as for the management and archiving of the documentation relating to the same. The legal basis for processing the data is the formalisation of the contractual relationship between the Parties they represent and the delivery of any relevant documentation, as well as to maintain historical records of previous business relationships and legitimate interest. The data provided will be retained for as long as necessary to ensure compliance with the legal obligations incumbent on the Parties, in compliance with the applicable legal statutes of limitation, and as long as their deletion is not requested. No transfers are foreseen, unless legally obliged to do so.
- 10.4. The interested parties, under the terms established in the regulations on data protection in force at all times, may exercise their rights of access, rectification, erasure, objection, the right to request the restriction of processing of their personal data, the right to portability and the right to lodge a complaint with a supervisory authority.

Requests addressed to ACCIONA should be sent to the e-mail address protecciondedatos@acciona.com.

Requests addressed to the COMPANY should be sent to the e-mail address [...]

11. APPLICABLE LAW AND JURISDICTION

11.1. This Agreement shall be construed and enforced in accordance with the laws of Spain.

11.2. Any dispute, controversy or claim arising from or in connection with this Agreement, or with respect to its breach or its termination or validity, shall be submitted exclusively to the courts of Madrid.

In witness whereof, this Agreement is signed in two counterparts by the duly authorised representatives of the Parties on the day and year *ut supra*.

[COMPANY]

[ACCIONA]

[Name]

[Position]

[Name]

[Position]