

# PROPOSED SPECIFICATIONS FOR PARTICIPATION IN THE ACCIONA OPEN INNOVATION PROGRAMME

## Context

ACCIONA, leading group in sustainable infrastructure solutions and renewable energy projects worldwide.

Present in over 30 countries, ACCIONA is committed to the social and economic development in the communities where we operate. Our goal at ACCIONA is to lead the transition towards a low-carbon economy. For this purpose, all our projects incorporate quality criteria as well as innovation processes which aim to optimise the efficient use of resources and respect for the environment, as befits our commitment to becoming a carbon-free company.

At ACCIONA, we understand that the best ideas and solutions are not always generated in-house. Our I'MNOVATION #Startups programme, along with other initiatives, addresses this issue, creating an ecosystem that incorporates talent from start-ups, offering conceptual validation to generate and greenlight solutions for our different lines of business.

## Who are we looking for?

The I'MNOVATION #Startups Programme is aimed at start-ups with a Minimum Viable Product seeking to validate their technology in a real environment and generate new lines of business.

National and international start-ups are invited to offer proposals, approaches, solutions and ideas responding fully or partially to any of the challenges defined by ACCIONA businesses:

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

## The Programme - What do we offer?

The aim of the Programme is to create an environment in which start-ups and ACCIONA experts can work together to develop pilot projects. To this end, the candidates chosen as finalists will participate in "Selection Day".

On Selection Day, finalists will submit their proposed solutions to defined challenges before a selection panel, which will evaluate the solution across several criteria, including innovation, cost and impact on the business.

### 3 months pilot project

After selection, the start-ups will work together with ACCIONA experts for three months, developing solutions to challenges. On termination of the pilot project, our businesses will evaluate the possibility of extending the business relationship.

### Mentoring and Training

In addition to the support of our experts, we will provide the selected start-ups with resources and a network of mentors and contacts, to help solve issues relating to the pilot project and generate new opportunities for the start-up.

### Financial support

ACCIONA will pay the cost of the pilot project for each solution chosen on Selection Day, up to a maximum of €25,000, plus “pocket money” of €3,000 for national companies and €5,000 for international companies, to be used to cover expenses incurred on the pilot project.

### Fast-track

The money is there, but when? This is a frequently-asked question in relations between corporations and start-ups. At ACCIONA we have opened a fast track to solve payment and legal issues.

### Co-working space

The ACCIONA facility in Alcobendas, as well as a co-working space in the centre of Madrid, will be made available for projects. The start-ups will have full access to these fully-equipped spaces.

## Requirements for Start-ups

Start-ups complying with the following requirements are invited to participate in the programme:

- The promoter/representative must be of full legal age and have the capacity to enter into and be bound by agreements.
- He/she must not have been sentenced by any final ruling for any criminal act incurring a sentence of six months or more, until said criminal liability has elapsed.
- He/she must accept the terms and conditions issued by ACCIONA.

Any participants failing to comply with any of these requirements, either from the outset or at any time subsequent thereto, may be excluded from the programme, in which case they will no longer be entitled to obtain any service from ACCIONA or redress for said loss.

The information supplied by the participants on registering for the programme must be true; any participant supplying incorrect or incomplete information will no longer be entitled to receive any service from ACCIONA.

ACCIONA reserves the right to exclude any participant, without prior notice, who, to our understanding, acts fraudulently, abusively or contrary to the spirit of the programme or the law, third party rights or good faith.

Likewise, ACCIONA may exclude any participant or related person whose actions may damage our reputation or good name.

In any of these cases, the participant or potential participant will be entitled to seek no redress for damages, expenses or other.

## What do we ask of you?

Start-ups participating in the selection process:

- To attend all meetings, interviews and events defined in the selection process.
- To provide relevant information regarding your business/technology during the selection process, to aid ACCIONA's decision-making process.

Selected start-ups:

- To dedicate a team to co-developing of the pilot project, with a minimum physical presence at ACCIONA as sufficient to make it viable.
- To abstain from similar programmes/initiatives throughout the duration of the ACCIONA programme.
- To grant ACCIONA the right to use all works (e.g. software, documents, designs, licences, utility models, industrial designs, labels or other intellectual and industrial property rights) created or developed by your partners, employees or other stakeholders, as required for ACCIONA and you to work together and by the scope of the Programme.
- To grant ACCIONA first refusal rights over any products and services developed under the Programme.

## Tax Treatment

That which is provided for in the Company Tax Act 27/2014 of 27 November; Royal Decree 634/2015 of 10 July adopting the Company Tax Regulation; Royal Legislative Decree 5/2004 of 5 March adopting the Consolidated Text of the Non-residents' Income Tax Act; and Royal Decree 1776/2004 of 30 July adopting the Non-residents' Income Tax Regulation shall apply. Accordingly, where appropriate, Acciona, S.A., shall make the corresponding Company Tax or Non-resident's Income Tax retention.

Under the aforementioned regulation, the payment on account rate shall be applied as laid down by the legislation in force at that particular time. Should an Agreement be in place to avoid double taxation to which Spain is a signatory, that which is stipulated therein shall apply. A currently valid Certificate of Tax Residence issued by the tax authorities of the country of residence of the participant must be submitted, for the Agreement signed with Spain to avoid double taxation to be applied. Said Certificate must also meet the legal requirements in place for such a purpose.

Any tax effects on the participant's taxation treatment shall be a matter for the participant in question, with respect to which Acciona, S.A. is fully exempt from any liability. For these purposes, Acciona, S.A. shall issue and send the participant a certificate containing the corresponding information after the calendar year has ended.

## Personal Data Protection

The party responsible for processing data is Acciona S.A., with registered offices at Avenida de Europa, 18, 28108, Alcobendas, Madrid, and VAT No. A-08001851.

Participants in the Programme expressly consent to their personal data being processed for the purpose of managing their participation (i) in the Programme and, when applicable, (ii) the pilot project. Personal data pertaining to start-ups finally not selected will be eliminated.

The details of the parties in question may be furnished to other Acciona Group companies for the purposes referred to above.

In any event, the parties in question may exercise their right to access, rectify, cancel, use or transfer their data and limit or oppose the use thereof, along with all other rights contemplated by the law, by sending an email to [lopd@acciona.com](mailto:lopd@acciona.com), identifying themselves and stating their reasons.

## Intellectual Property Rights

By participating in the Programme, participants consent to ACCIONA using their name to publicise the winning project, without remuneration.

When submitting applications, project promoters guarantee that:

- The projects are the original creations of their authors and/or that they have free use of same, having, when applicable, the express consent of their legitimate owners to their being publicised through the Programme.
- Participants authorise ACCIONA to upload project summaries to its official websites, and consent to visitors to said websites having access to said information as per their conditions of use.
- Participants consent to ACCIONA using the name and title of their projects for an unlimited time, to be mentioned on the ACCIONA website or in other events or actions in any way associated with ACCIONA, and also to be included in archives and other formats relating to ACCIONA and the programme.
- The participating start-ups will remain the sole and exclusive proprietors of all technology created as part of their projects and will retain all industrial and intellectual property rights in relation thereto.
- Submitting projects in no way implies relinquishing the corresponding industrial or intellectual property rights.

The parties undertake to hold ACCIONA harmless in any claims made by third parties for losses or damages deriving from any of the projects submitted or any use made thereof by ACCIONA in breach of intellectual or industrial property rights, unfair competition legislation or any other applicable legislation. ACCIONA accepts no liability, direct or indirect, for any controversy, dispute or claim deriving from the publication of projects via the Programme without the required consent of their legitimate owners. Likewise, ACCIONA accepts no responsibility and the participants hold ACCIONA harmless for any failure to comply with any regulation or for any breach of third party rights by participants in the course of the Programme.

## Image Rights

Participants irrevocably and freely authorise ACCIONA to reproduce, use and publish their names, surnames, addresses and image in advertising and promotional activities, by means of any system used to affix, insert, publish, copy, communicate or in any other way publicly exploit the design obtained alongside the image of ACCIONA, with no time or territorial limits and giving rise to no right to remuneration or compensation from ACCIONA.

## Acceptance of Terms and Conditions and the Applicable Law

Candidates undertake to accept the rules and all decisions made by ACCIONA with regard to the Programme, without reserve.

These rules are governed by Spanish law. ACCIONA and the participants agree to be bound by the decisions of the courts and tribunals of the town of Madrid, expressly waiving their right to any other jurisdiction to which they may have recourse.