

TERMS AND CONDITIONS OF PARTICIPATION

I'MNOVATION PROGRAMME 2026



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1. INTRODUCTION

ACCIONA, S.A. is a Spanish commercial company whose registered address is at Avenida de Gran Vía de Hortaleza 3, 28033, Madrid; it is holder of C.I.F. (Tax Identification Number) A-08001851; and it is recorded in the Companies Register of Madrid. ACCIONA, S.A. is the parent company of the Acciona Group, a leader in solutions for infrastructures, renewable energies, water and services throughout the world through its subsidiary companies (hereinafter, the “**Divisions**”). Jointly, ACCIONA, S.A. and the Divisions will be referred to in these Terms and Conditions as “**ACCIONA**”, and between them they will lead the program that is detailed in these Terms and Conditions and framed under the title of “**I'MNOVATION**”.

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.

I'MNOVATION is ACCIONA's open innovation programme (hereinafter, the “**Programme**”), in which ACCIONA actively collaborates with start-ups, scale-ups, spin-offs and other entities of the innovation and entrepreneurial ecosystem to co-develop new solutions or business models that respond to the goals of its business units and to the major challenges of the market.

I'MNOVATION is a hub of **identification, attraction and activation of new growth opportunities** for ACCIONA in which active collaboration between the business units and the various agents of the ecosystem is a key element for generating impact, not only at the companies involved, but also in society itself.

This document contains the Terms and Conditions for participating in the 2026 call for proposals of the Programme.

2. DEFINED TERMS AND RULES OF INTERPRETATION

2.1. Defined terms

“**ACCIONA**” will have the meaning described in section 1.

“**Terms and Conditions**” refer to this document as a whole, meaning all the sections hereof and the annexes.

The “**Participation Agreement**” will be the contract that is signed by the participants who are declared to be the winners by the Expert Committee after Selection Day. Each participant must sign only the contract model that has been proposed to them by the assigned Division. There could be differences between the contract models of the various Divisions.

The “**Technical Annex**” will be the document that forms an integral part of the Participation Agreement, in which ACCIONA and the Winning Entity will jointly define the scope and technical, operational and functional specifications related to development of the Pilot Initiative. The Technical Annex will be agreed on and signed by both parties to the Participation Agreement, and it may be the object of amendment by written agreement between the parties in accordance with the provisions of the Participation Agreement.

“**Control**” over a company means holding, whether directly or indirectly, at least fifty percent (50%) of the share capital, and/or having the authority to exercise, whether directly or indirectly, at least fifty percent (50%) of the real voting rights in said company, and/or having the right to appoint and/or dismiss the majority of the members of the company's administrative bodies and/or having control in any other way that allows exercising decisive influence over the decision-making of the company.

The “**Expert Committee**” will be understood as referring to the team set up by ACCIONA for participating in the phases related to Evaluation of the Proposals, Selection Day, Intermediate Evaluation and Demo Day, and it is in charge of making decisions related to continuation of the Proposals and Pilot Initiatives throughout the various phases of the Programme. The composition of this committee may vary throughout the duration of the Programme.

“**Demo Day**” will have the meaning described in section 5.6.

“**Divisions**” means ACCIONA S.A.; Corporación Acciona Infraestructuras, S.L.; Acciona Mobility Global, S.L.; Acciona Inmobiliaria, S.L.; Acciona Facility Services, S.A.; Acciona Cultural Engineering, S.A.; and/or any companies controlled by them.

The “**Winning Entities**” will be all such entities that have signed a Participation Agreement.

The “**Pilot Team**” will be the working group that ACCIONA sets up to co-develop the Proposal submitted by the Winning Entity. It will be formed by ACCIONA business experts, technical experts and open innovation experts. This team will be set up *ad hoc* for each Pilot Initiative.

“**Subsidiary**”, in relation to a specific person, means another person that, directly or indirectly, controls, is controlled by or is under the common control of the person in question, hereby understanding that exercising “control” over a company means holding, whether directly or indirectly, at least fifty percent (50%) of the share capital, and/or having the authority to exercise, whether directly or indirectly, at least fifty percent (50%) of the real voting rights in said company, and/or having the right to appoint and/or dismiss the majority of the members of the company’s administrative bodies and/or having control in any other way that allows exercising decisive influence over the decision-making of the company.

“**Pilot Initiative**” will be understood as referring to the testing that is performed within the context of the co-development of each Proposal carried out between the Winning Entity and the Pilot Team in the real-world setting provided by ACCIONA for this purpose.

“**Platform**” will have the meaning described in section 5.1.

“**Minimum Viable Product**” will be understood as referring to the solution that, with the minimum possible functions so that the impact thereof can be measured in the market, has been developed by the entity prior to submitting the Proposal.

“**Programme**” will be understood as referring to ACCIONA’s open innovation tender called “I’MNOVATION”, in which ACCIONA selects and collaborates with certain entities that excel due to their innovative nature. This tender will define, through the Terms and Conditions, the criteria and characteristics that ACCIONA deems necessary for being able to participate.

“**Proposal**” will be understood as referring to the solution submitted by the candidates for responding to the challenges posed by ACCIONA. It includes the content proposed in section 5.1, Submission of applications. In the event that an entity submits solutions for more than one challenge, it will be understood that the entity has more than one Proposal for the purpose of these Terms and Conditions.

“**Selection Day**” will have the meaning described in section 5.3.

2.2. Rules of interpretation:

2.2.1. ACCIONA will be responsible for interpreting the provisions contained in the Terms and Conditions.

2.2.2. The defined terms that are referred to in section 2.1 of these Terms and Conditions, as well as in any of the annexes hereof, may be used in the plural or the singular without changing their meaning when the context thus allows it. Therefore, 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 Terms and Conditions will be understood as referring to calendar days, months, weeks and years.

2.2.4. Any reference to a section, paragraph, number, title, annex or provision will be understood as referring to the corresponding section, paragraph, number, title, annex or provision of these Terms and Conditions.

2.2.5. In the event that a Participation Agreement is eventually signed between ACCIONA and the Winning Entity, that Agreement will be applied with priority over these Terms and Conditions. In the event of any discrepancy, contradiction or conflict between the provisions of the Participation Agreement and the Terms and Conditions, the provisions of the Participation Agreement will prevail and will be applied with preference.

Without prejudice to the preceding, these Terms and Conditions will continue to be applicable in all matters that are not expressly regulated in or that are not incompatible with the provisions of the Participation Agreement.

3. OBJECTIVES AND SCOPE OF THE PROGRAMME

3.1. Objectives:

This call for proposals has a dual objective:

- Detecting those entities and technologies that have greater potential for addressing the challenges proposed by ACCIONA.
- Working on the co-development of new products, services or business models that are focused on achieving:
 - (i) improvement of the technical and/or commercial viability of the value proposal of the Winning Entities through the technical and financial support of ACCIONA, and
 - (ii) the development of innovative solutions that allow responding to the challenges proposed by ACCIONA.

3.2. Scope:

The 2026 I'MNOVATION call for proposals will drive the co-development of pilot initiatives that offer new growth opportunities for ACCIONA in the form of new products, services or business models. The Pilot Initiatives must be framed within one of the challenges proposed by ACCIONA.

A detailed description of the challenges is available at www.imnovation.com, which may be modified by ACCIONA at any time until Selection Day. The aforementioned notwithstanding, such modification will not jeopardise those candidacies that might have been submitted prior to modification of the challenge, which will continue to be valid as long as all the published requirements had been met at the time of submission.

From among the candidacies received, the Expert Committee will select, according to the evaluation process defined in the "Programme Phases" section, both the Proposals that will participate in the following phases of the Programme and the ACCIONA Division that will conduct the follow-up.

3.3. Means provided by ACCIONA to the Winning Entities:

- It will provide financial support to the Winning Entities, oriented at development of the Pilot Initiative according to the terms described in the section, "Financial support and other benefits".
- It will set up the team dedicated to the Pilot Initiative. This team, called the Pilot Team, will consist of technical experts from ACCIONA. Specifically, they will be experts of business and open innovation. The time dedication will vary according to what ACCIONA, at its sole discretion, deems necessary for the Pilot Initiative. The composition of this team may vary according to not only each Pilot Initiative and/or challenge, it may also vary throughout the duration of the Pilot Initiative.
- It will provide access to a real-world setting for piloting the solution.
- It will facilitate networking between the various teams that participate in the Programme.

4. PARTICIPATION PROCEDURES, RULES AND REQUIREMENTS

4.1. General aspects

- (i) All documents that have to be signed due to their characteristics must be submitted electronically after having been individually scanned and saved in files with PDF format, unless specifically established otherwise. If documents contain information on both sides of their pages, then both sides must be scanned. Nevertheless, the original of each document may be requested by ACCIONA at any time throughout the Programme.
- (ii) All documents or any communications with ACCIONA must be in Spanish or English. In the event that any document were originally in a language other than the aforementioned, the original document must be submitted together with a sworn translation thereof.
- (iii) ACCIONA, S.A. may transfer all its rights and/or obligations pertaining to the Programme to any of its Subsidiaries, for which simple notification to the participants through the channels enabled for this purpose will suffice.
- (iv) The entire content of these Terms and Conditions and the Annexes hereof is the property of ACCIONA, wherefore the total or partial reproduction hereof is prohibited.

4.2. Participation requirements

Already established entities that have their own technological development and that are seeking to validate their new technologies in a real environment and generate new lines of business may participate in the Programme. Entities will have to fit within one of the following categories:

- **Start-ups** that have a Minimum Viable Product of the proposed technology/solution for resolving the challenge.
- **Spin-offs of knowledge agents** that have a new development with market potential in technologies related to our businesses.
- **Research and innovation centres and research groups** that have minimum solutions/technologies validated in a laboratory environment and that can be adapted or applied to the use case proposed by ACCIONA.
- **Scale-ups** with a proven solution in the market that can provide a response to the proposed challenge but it must be adapted to the circumstances of the business.

In all cases, participating entities must comply with all the requirements detailed below (in the event that they were applicable):

- The promoter of the Proposal must be a natural person of full legal age with the capacity to enter into and be bound by agreements, who will act in representation of the participating entity.
- The founder or founders of the participating entity must have control thereof. Exceptionally, this requirement may be waived in certain cases, if it is thus decided by the Expert Committee.
- The entity must be legally established and must not be subject to any legal cause of winding-up.
- The promoters of the Proposal must not have been convicted of any crime.
- The entity must be up to date in the payment of its tax and social security obligations, for which it must provide the appropriate receipts.
- The entity must not be a tax resident of a non-cooperative jurisdiction.

Moreover, not concurrently participating in a programme with characteristics similar to this Programme will be positively assessed.

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, consequently losing any possibility of receiving any resource and without any right to file a claim from ACCIONA for any concept.

The data supplied by participants when registering for the Programme must be true. Therefore, any participant supplying incorrect or incomplete data will lose all options to participate in the Programme under the terms set forth therein.

ACCIONA reserves the right to not accept in or to exclude from the Programme, without prior notice, any participant 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 might harm the reputation or good name of ACCIONA.

In none of the preceding cases will any participant be entitled to make a claim of any kind.

4.3. Vacant tender

ACCIONA will proceed to declare the Programme void, meaning that no finalists will be selected or no winners will be declared, in the following cases:

- i. When no candidate has submitted their Proposal in the proper time and manner.
- ii. When the Expert Committee deems that none of the submitted Proposals meets the expectations of the proposed challenges.
- iii. When none of the Proposals declared as winners by ACCIONA acquires the consideration of Winning Entity through the formal execution of the corresponding Participation Agreements.

4.4. Cancellation of the Programme

ACCIONA reserves the right to cancel the Programme at any time. Such a decision will be notified to the participants via the email provided during the submission of the applications, as detailed in section 5.1, and via the web page at www.innovation.com.

5. PHASES OF THE PROGRAMME

5.1 Submission of applications

Applications must be submitted in their entirety through the platform at <http://open.innovation.com> (hereinafter, the “**Platform**”). Any Proposal sent via email will not be deemed to have been submitted. To submit a Proposal, it is necessary to be registered as a user of the Platform and to register the participating entity as well. Registration on the Platform is free of charge, but the costs that could arise due to registration will be payable by each participant.

Every Proposal, which may be drafted in Spanish or English, must include the following:

- **General information about the participant:** This is the participant’s profile (form), which is completed when registering the user and the entity as a member of the Platform. It includes information about the year of incorporation, the beneficial ownership, the target market, the business model, the value proposal, the team and contact information.
- **Pitch Deck of the company (for start-ups):** An updated pitch deck in PDF format will be included as an attached document in the description file.
- **Application form:** A questionnaire that must be completed for submitting the Proposal.
- **Proposal attached to the application form:** A document created in PowerPoint and saved in PDF format. The document can be no longer than ten (10) slides.
 - Description of the solution.
 - Current degree of development of the proposed solution.
 - Value proposal of the solution and main elements of differentiation.
 - Main barriers to deployment of the solution.
 - What is needed from ACCIONA to implement the pilot initiative of the solution? i.e. Infrastructure needs, availability of data, etc.

Only one application per participant and per challenge will be admitted, and the same participant may apply to as many challenges as they deem appropriate. In the event that several applications are submitted to the same challenge, only the last one submitted will be evaluated.

The period for submitting applications will remain open as from the publication date of the Terms and Conditions until 27 March 2026 at 23:59 CET. The period for receiving applications may be unilaterally extended by ACCIONA. Such a change will be published on the Platform and in the usual communication channels of the Programme.

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

5.2 Evaluation of proposals

The process of evaluating Proposals, which will last a maximum of three months as from the closing date of the period for submitting applications, will be divided into the following phases:

- 1. Initial filtering of Proposals:** The Expert Committee will verify compliance with these Terms and Conditions by the candidacies that are received, as well as verify that the proposed solution fits within the stated challenge. In the event that a Proposal does not meet the requirements for participation and/or does not respond to the challenge, it will be disqualified.
- 2. Evaluation of the entity's profile:** The Expert Committee will individually contact the participating entities to hold a meeting in which each entity must defend their Proposal. During this phase, the Expert Committee will convey its doubts and questions about the entity's profile and the submitted Proposal. Within this process, ACCIONA will not hold meetings with entities that were disqualified in the preceding phase. ACCIONA may contact participating entities as from the day following the receipt of a Proposal through the Platform.
- 3. Evaluation of the technical Proposal:** Technical proposals will be evaluated in detail by the Expert Committee, which will select the finalists of each challenge. In those cases in which it may be necessary, ACCIONA will ask to hold additional meetings in order to resolve the technical doubts that the Expert Committee could have, as well as to work together with the Expert Committee on the proposal for resolving the challenge, which will be presented during Selection Day.

The evaluation will be conducted according to the criteria defined in the section "Proposal Assessment Criteria".

During this phase, the entities participating in the selection process must:

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

The organisation will notify interested parties of the finalist Proposals via email from innovation@imnovation.com. Likewise, the non-selection of a Proposal will be notified via 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 winner selection event called "Selection Day", which will take place within a maximum of two (2) months as from the end date for evaluating the Proposals.

Once an invitation to Selection Day has been received, those candidates who would like to participate must, within the period of seven (7) days as from receipt of the invitation, sign the Confidentiality Agreement that is included as ANNEX 1 in these Terms and Conditions.

The event is expected to be held in person at ACCIONA's facilities in Madrid. It will be structured as follows:

- **Plenary Session:** Each finalist will provide a pitch lasting three (3) minutes to present their company.

- **Presentation of the Proposal to the Expert Committee:** Once the plenary session has ended, private meetings between each finalist and the Expert Committee will take place. Each meeting will last approximately 1 hour. The finalist will have thirty (30) minutes to present their Proposal for resolving the challenge. Fifteen (15) minutes will be reserved at the end of the meeting for doubts and questions by ACCIONA's Expert Committee. The final fifteen (15) minutes will be used to discuss the proposal.

It is mandatory for at least one representative of each finalist to be present during the event. The fact that the representative forms a part of the founding team or is an active part of the entity's working team will be positively assessed. Absence during this day would be sufficient reason for disqualification. ACCIONA may provide a means of transport and lodging when the participating entity does not have its headquarters or any representation in Madrid. This fact must be reported at the time of registration. In the event that there were health restrictions issued by the government or the competent authority on that date, ACCIONA will provide notification about how the event will take place.

Once the event has ended, the Expert Committee will select the winner or winners of each challenge within a maximum period of ten (10) days. Winners will be notified via the email that is provided, and they will be informed if their Proposal will continue under the corresponding Division. Likewise, non-winners will be notified of the decision.

5.4 Co-development of the solution

Within the period of fifteen (15) days as from receipt of the notification of winners after Selection Day, Winning Entities must sign the Participation Agreement that is proposed by the assigned Division.

The Participation Agreement will govern the relationship between ACCIONA and the Winning Entity during both the course of the Programme and development of the Pilot Initiative.

During contractual negotiations, the Winning Entities will work together with the assigned Pilot Team to define and/or approve the scope of the piloting to be undertaken. Said scope must be expressly recorded in a Technical Annex developed jointly between the parties. That Annex will be signed together with the Participation Agreement, with which it will be attached as a part thereof, and in the Annex at least the following points must be agreed on:

- Objective of the pilot initiative
- Detailed description of the pilot initiative and of the work to be performed
- Description of the needs of the pilot initiative (source of data, connections, accesses, formats, information, devices, locations, etc.) and of the technologies to be used
- Working plan and deliverables
- Schedule to be followed
- Acceptance metrics and criteria of the pilot initiative

In the event of disagreement, the final decision about the scope will fall to ACCIONA.

5.5 Intermediate Evaluation

Once the initial months of the co-development phase of the solution have elapsed, an intermediate control session will be held to evaluate the partial results reached up to that date. In this evaluation, the teams of the Pilot Initiatives will give a presentation to the Expert Committee on the evolution of the Pilot Initiative, on the main milestones reached and on the next steps. Based on the information provided by the Pilot team, the Expert Committee will evaluate the suitability of continuing with the development thereof.

Barring express communication from the Expert Committee within a maximum period of ten (10) days, it will be understood that progress on the Pilot Initiative will continue until the conclusion thereof.

Otherwise, the entity will be notified of the end of their participation in the Programme, which will mean early termination of the Participation Agreement under the terms regulated therein.

5.6 Demo Day

Once all the development actions of the Pilot Initiative have concluded, the Winning Entities will be called to a final event, called Demo Day, where they must present the results obtained. The results will be presented jointly by the Expert Committee and the Winning Entity's team.

The event, which will take place in person at ACCIONA's facilities in Madrid, will be structured as follows:

- **Plenary Session:** Each finalist will provide a 10-minute oral presentation of the results of the Pilot Initiative to ACCIONA's various business units. The objective of this presentation will be to facilitate the possible transversal implementation of the results in other business areas or units.
- **Presentation of results and next steps:** Once the Plenary Session has ended, private meetings between each team and the Expert Committee will take place. These meetings will be used by the Expert Committee to evaluate the suitability of continuing to work with the Winning Entity of the challenge, as well as to define the relationship model with the entity. The Expert Committee could therefore require additional information.

5.7 Scale-up Phase

Upon completion of the piloting and once the results thereof have been analysed, ACCIONA, at its sole discretion, may offer the Winning Entities the opportunity to participate in a scale-up of the Pilot Initiative. In this phase, both parties acquire a greater degree of commitment between them. On the one hand, ACCIONA will strengthen its commitment in any of the following ways: (i) by working jointly on a new development of the solution, (ii) by making a new financial contribution to the Pilot Initiative or (iii) by taking a stake in the share capital of the entity in the event that an investment round takes place. The Winning Entity, for its part, will undertake to negotiate with ACCIONA a discount for the next investment round, as well as grant better specific conditions to ACCIONA in marketing of the product, object of the Pilot Initiative.

For these purposes, ACCIONA and the Winning Entity must regulate the terms and conditions of the scale-up in a scale-up agreement developed for this purpose.

6. PROGRAMME SCHEDULE

The Programme schedule will be determined by the information provided in the preceding section (section 5), and it may be progressively updated and reported through the Platform.

7. PROPOSAL ASSESSMENT CRITERIA

Candidacies will be evaluated according to the following criteria:

- **Fit of the solution with the proposed challenge:** capacity of the proposed solution to resolve the challenge posed by ACCIONA.
- **Degree of innovation:** differential value of the proposed technological solution and application of disruptive technologies.
- **Current maturity of the solution:** degree of development of the solution proposed for the challenge and opportunity for co-developing the value proposal.
- **Technical and market viability:** technological viability of the solution and feasibility of bringing the solution to market (technical limitations, regulatory limitations, etc.).
- **Commercial and geographic scalability of the solution:** market opportunity and limitations to scalability.
- **Ability and experience of the entrepreneurial team to carry out the Pilot Initiative and the possible scale-up thereof:** competence of the entrepreneurial team, diversity of profiles, degree and dedication and commitment of the founding team.

- **Value generated for ACCIONA through co-development of the Pilot Initiative:** potential of the solution to generate a competitive advantage or to create a new product or a new business model.
- **Socio-economic impact:** the proposal's contribution to meeting the sustainable development and decarbonisation goals of the economy.

Information about the individual assessment of each submitted Proposal will not be provided. ACCIONA's decision about any aspect of the selection process will be definitive and unappealable.

8. FINANCIAL SUPPORT AND OTHER BENEFITS

8.1. Financial support for co-development of the Pilot Initiative

ACCIONA will provide the Winning Entities with financial support designed to finance co-development of the Pilot Initiative, consisting in a single amount of FIFTY THOUSAND EUROS (€50,000) per Pilot Initiative, which will be paid according to the following payment schedule:

- **THIRTY THOUSAND EUROS (€30,000)** to be paid upon signing the Participation Agreement within the periods established herein.
- **TWENTY THOUSAND EUROS (€20,000)** to be paid after the Intermediate Evaluation, subject to having successfully passed the Intermediate Evaluation defined in section 5.5. Those entities that are informed that their participation in the Programme has ended will have no right to claim this second payment.

The nature of this financial support will not be remunerative, rather it will constitute a financial contribution allocated to co-development of the Pilot Initiative.

The relationship between ACCIONA and the Winning Entity is a relationship of collaboration between independent entities, and it cannot be understood as creating an employment, agency, commission, partnership or joint venture relationship between the Parties.

8.2. Limitation of financial support in the event of a modification of the duration

The financial support established in section 8.1 will remain unchanged during the entire term of the Participation Agreement, regardless of any circumstance that could affect the duration of the Programme or the Pilot Initiative.

Specifically, **ACCIONA will not be bound to increase the financial support** in the event that the initial duration of the Programme is extended.

8.3. Other benefits provided by ACCIONA

In addition to the financial support established in section 8.1, the Winning Entity will have access to the following benefits:

- Support during development of the Pilot Initiative in order to outline the future relationship model with ACCIONA, if applicable.
- Access to specialists of the business areas where the Pilot Initiative is developed, who will offer their experience to improve the competitiveness of the developed solutions.
- Validation of the solution in a real environment provided by ACCIONA.
- Visibility and renown within the ecosystem and sectors where ACCIONA operates.

9. PARTICIPATION AGREEMENT

The Participation Agreement is the contractual framework that regulates the relationship between the Winning Entity of the challenge and ACCIONA. Depending on the assigned Division, the Participation

Agreement model may be different. The model will only be provided to the representatives of the finalist Proposals that go to Selection Day.

10. RIGHTS OF ACCIONA INHERENT IN THE PROGRAMME

10.1. Image rights

The participants will individually authorise ACCIONA so that they may be filmed by the media for covering the different activities that take place during the Programme. Likewise, all Winning Entities will authorise ACCIONA to disclose and publish, through the Internet, social media and in any other type of internal and external media, a summary of the Pilot Initiatives, object of the Programme, as well as to use the image and name of the responsible participants.

10.2. Information rights

For the purposes of follow-up on the Pilot Initiative and getting the most of the Programme, ACCIONA will have the right to access all documentation and information that, generated for or during the Pilot Initiative, it may reasonably request, and the entity must present ACCIONA with a monthly report that describes both the degree of compliance with the agreed milestones and the forecasts thereof. The entity must likewise be at the disposal of ACCIONA so that it can follow up on the Pilot Initiative and ensure correct compliance with the Programme.

11. TAXATION

The provisions set forth in Corporation Tax Act 27/2014, of 27 November; in Royal Decree 634/2015, of 10 July, approving the Corporation Tax Regulation; in Royal Legislative Decree 5/2004, of 5 March, approving the Consolidated Text of the Non-resident Income Tax Act; and in Royal Decree 1776/2004, of 30 July, approving the Non-resident Income Tax Regulation will be applicable. Therefore, where appropriate, ACCIONA will make the withholdings of the corresponding Corporation Tax or Non-resident Income Tax.

Pursuant to the aforementioned regulations, the withholding established at any time in accordance with current legislation will be applied. 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.

The participant will be liable for any tax implications related to the tax treatment thereof, wherefore Acciona, S.A. is relieved of any liability. For these purposes, ACCIONA, if applicable, will issue and send to the participant a certificate containing the corresponding information after the calendar year has ended. If applicable, the regulations established in Law 37/1992, of 28 December, on the Value Added Tax, as well as the regulations that may be applicable regarding indirect taxation in the jurisdiction of the participant's tax residence will apply. Any indirect taxation, if appropriate, that may be applicable and that is not recoverable by ACCIONA will be assumed by the participant.

12. PERSONAL DATA PROTECTION

In compliance with Regulation (EU) 2016/679, on Data Protection, and with other regulations in force, you are hereby informed that your personal data will be processed by Acciona, S.A.—holder of Tax ID No. A-08001851; address at Avenida de la Gran Vía de Hortaleza, 3, 28033, Madrid; phone number: +34 91 663 28 51; Data Protection Department: protecciondedatos@accion.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 data processing is the consent granted upon providing the data. In the event that the necessary data are not provided, your application cannot be processed. The data will be stored for as long as the relationship lasts and while the erasure thereof is not requested.

Your data may be transferred to other entities of the ACCIONA Group (whose relationship can be consulted in the annual report of the latest consolidated Annual Accounts of Acciona, S.A., <https://www.accionacom/shareholders-investors/financial-information/annual-accounts>), and specifically at the entity or entities that finally co-develop the solutions with the Winning Entities. Likewise, Acciona, S.A. informs you that it uses IT applications and other services provided by third-party providers for the stated purposes. Some of these applications and providers and entities of the ACCIONA Group could be based outside the European Union (EU), including countries in which the legal level of data protection cannot be compared with that which is applied in the EEA; wherefore this may involve the possible international transfer of data. Whatever the case, the aforementioned transfers are legitimate and covered by the guarantee mechanisms established by current data protection law, such as having a legally recognised adequacy mechanism, which may include formalising contract clauses such as those approved by the EU with respect to the transfer of personal data, and that any such information shall be processed securely in accordance with this privacy policy.

You can exercise your rights of access to, rectification of, erasure of and portability of your data, as well as the rights of restriction of and objection to the processing thereof, by sending a letter to the Data Protection Department at Avenida de Gran Vía de Hortaleza, 3, 28033, (Madrid), or by sending an email to the address protecciondedatos@accionacom, attaching therewith a copy of your National ID card or an equivalent ID document. Furthermore, at any time you may revoke your consent to the processing of your personal data by writing to the aforementioned addresses, as well as lodge a complaint with the Supervisory Authority (Spanish Data Protection Agency at www.aepd.es).

13. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

By merely participating in the Programme, the Participants consent to ACCIONA using their name, the names of team members and the names of the participating entities to publicise the selected Pilot Initiatives, without therefore generating any right to remuneration.

When submitting applications to participate, the promoters thereof guarantee that:

- They are the authors of their Proposals and/or they have free use thereof or, if applicable, they have the express consent of the legitimate owners thereof for the purpose of being disclosed through this Programme.
- Participants authorise ACCIONA to upload summaries of the Pilot Initiatives to its official websites, and they consent to visitors of those websites having access to said information as per the conditions of use thereof.
- Participants consent to ACCIONA using the name and title of their Pilot Initiative and of the entity for an unlimited time, to be mentioned on the website or for any other events or actions in any way associated with ACCIONA, and also to be included in the historical archives and other kinds of media of ACCIONA and the Programme.
- Barring the existence of a different written agreement between the parties that finally sign the Participation Agreement, the ownership of all industrial and/or intellectual property rights created by the participating entities will remain with those entities, which will also be the sole and exclusive owners of the technologies created within the framework of their Pilot Initiatives.
- Submitting Proposals in no way implies relinquishing the corresponding industrial or intellectual property rights.

14. LIABILITY

The participants undertake to hold ACCIONA harmless from any type of third-party claim and that may be directly or indirectly derived from the use that ACCIONA may make of the Pilot Initiatives and/or of the material delivered by the participating entities for participating in the Programme, in the event that intellectual or industrial property rights might be infringed or that laws on unfair competition or any other laws might be violated.

ACCIONA accepts no liability, whether direct or indirect, for any controversy, dispute and/or litigation derived from the publication, disclosure and/or dissemination of the Pilot Initiatives of the Programme without the required consent of the legitimate owners thereof. Likewise, ACCIONA accepts no liability for any failure to comply with any regulation or for any breach of third-party rights by participants within the framework of their participation in the Programme, wherefore the participants hold ACCIONA harmless in such event.

15. ACCEPTANCE OF THE TERMS AND CONDITIONS

By registering in the Programme, participants wholly, and without reservation or conditions, accept the terms contained in these Terms and Conditions, as well as the agreements and decisions that might be adopted at ACCIONA within the framework of the Programme.

ACCIONA reserves the right to modify, at any time, the conditions of this call for proposals (including the possible cancellation hereof), for which it undertakes to provide new terms and conditions sufficiently in advance, or the definitive cancellation hereof, if applicable, through the channels enabled for this purpose, without thereby creating any right to a claim by the participants for any concept.

16. APPLICABLE LAW

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.

17. CONTACT

To make any queries or to resolve any doubts related to the Programme or to the submission of applications for admission, all interested parties can contact ACCIONA using the following email address: innovation@imnovation.com.

ANNEX 1
CONFIDENTIALITY AGREEMENT

[COMPANY]

AND

[ACCIONA]

CONFIDENTIALITY AGREEMENT

This confidentiality agreement (hereinafter, the “**Agreement**”) is entered into and enters into force on [...] (hereinafter, the “**Date of Entry into Force**”)

BETWEEN

The first party, **[COMPANY]**, is a duly registered **[nationality]** company, holder of NIF (Tax ID Number) [...], and with its registered address at **[address, including postcode]**, herein represented by **[name of the representative]**, of full legal age, holder of DNI (National Identity Document) No. **[DNI number]**, in their capacity as **[title]**, as it is determined from the deed authorised on **[deed date]** by the notary public of **[city of the notary public]**, **[name of notary public]**, with number [...] of their notarial records (hereinafter, the “**COMPANY**”);

AND

The second party, **[ACCIONA]**, a duly registered **[nationality]** company, holder of NIF (Tax ID Number) [...], and with its registered address at **[address, including postcode]**, herein represented by **[name of the representative]**, of full legal age, holder of DNI (National Identity Document) No. **[DNI number]**, in their capacity as **[title]**, as it is determined from the deed authorised on **[deed date]** by the notary public of **[city of the notary public]**, **[name of notary public]**, with number [...] of their notarial records (hereinafter, “**ACCIONA**”).

For the purposes of this Agreement, the COMPANY and ACCIONA will be hereinafter jointly called the “**Parties**” and will be individually and indistinctly called a “**Party**”.

Both Parties mutually recognise the necessary legal capacity to formally execute this Agreement, wherefore they state the following

RECITALS

- I. Whereas the ACCIONA Group is implemented in over 35 countries on five continents, and through various business lines (construction, concessions and water) it offers solutions that are adapted to every project, and it guarantees a comprehensive offer that covers the entire value chain of a project: development, engineering and construction, commercial operation, operations and maintenance.
- II. Whereas the COMPANY is **[complete as in the preceding paragraph]**.
- III. Whereas ACCIONA and the COMPANY would like to share information about the proposal submitted by the COMPANY to the challenge “*Name of the Challenge*” in order to evaluate the possible participation thereof in the Open Innovation Programme (hereinafter, the “**Programme**”) called by the ACCIONA Group, whose terms and conditions are available at **innovation.com** (hereinafter, the “**Proposal**”).
- IV. Whereas the Parties, for the purpose of evaluating the possible suitability of participating in the Open Innovation Programme, have requested certain Confidential Information from each other (as defined in clause 1.2).
- V. Whereas the Parties undertake to use the Confidential Information solely for the purpose of evaluating the viability of the Proposal.

Wherefore, the Parties sign this Agreement, which will be governed by the terms and conditions set forth below:

CLAUSES

1. INTERPRETATION AND DEFINITIONS

1.1. **Interpretation** Unless otherwise required according to the context, all references to a Party include any authorised representative or employee of that Party.

The titles included in this Agreement are used only for illustration purposes and will not affect the content or interpretation of this Agreement.

Unless otherwise indicated, all references made to any clause will be understood as referring to the clauses of this Agreement.

Whenever the context thus requires it, the singular will include the plural and vice versa.

Words that denote contractual persons or parties will include corporations, companies and any other entity (regardless of whether or not they have their own legal personality). Likewise, the use of genders must be interpreted as inclusive of all genders.

1.2. **Definitions** For the purposes of this Agreement, the following words and expressions will have the meaning described below:

“Data Processor” is the natural person or legal person, public authority, service or other body that processes personal data on behalf of the data controller.

“Subsidiary”, in relation to a specific person, means another person that, directly or indirectly, controls, is controlled by or is under the common control of the person in question, hereby understanding that exercising “control” over a company means holding, whether directly or indirectly, at least fifty percent (50%) of the share capital, and/or having the authority to exercise, whether directly or indirectly, at least fifty percent (50%) of the real voting rights in said company, and/or having the right to appoint and/or dismiss the majority of the members of the company’s administrative bodies and/or having control in any other way that allows exercising decisive influence over the decision-making of the company.

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

“Confidential Information” includes any information or data in relation to this Project (which must be understood to include any form—written, verbal, visual or electronic—as well as any media or channel, directly or indirectly, regardless as to whether it concerns a partial or total communication) disclosed by the Disclosing Party, or by a third party on their behalf, to the Receiving Party, hereby including but not limited to the following information:

- (i) in relation to the businesses, affairs and operations of the Disclosing Party and/or the Subsidiaries thereof, including financial information (particularly, any information that is not public and is related to the Disclosing Party, such as: consolidated accounts, sensitive information about prices or other financial matters) and commercial information, models and agreements, names of customers or partners (whether potential or existing), corporate strategies or plans, data on costs and prices, market and/or financial projections, technical knowledge (know-how), methodologies, formulas, operating procedures, trade secrets, business fabric and sphere of influence, market opportunities, product or service specifications (including, among others, the shape, materials and design of any relevant equipment or any part thereof), drawings, photographs, films, reports, instructions, information technology applications or any other confidential commercial technique or information, as well as notes, analyses, working papers, compilations, memoranda, comparisons, studies or other documents prepared by the Disclosing Party that might contain, reflect or be based on or derived from such information; or
- (ii) all information, notes, analyses, compilations, studies, specifications, drawings or other documents that are produced, developed or compiled by the Receiving Party and/or the Representatives thereof based on said information;
- (iii) Without prejudice to the aforementioned, the following information will not be considered Confidential Information:
 - a) any that were in the public domain before being disclosed or any that may come under the public domain through the publication thereof or through other media, but not due to any action or omission of the Receiving Party in violation of this Agreement; or
 - b) any that were in the possession of the Receiving Party before the Date of Entry into Force; or
 - c) any that may be independently developed by the Receiving Party without using Confidential Information; or
 - d) any that may non-confidentially be or that may non-confidentially become available to the Receiving Party through a source considered to be a third party, meaning other than the Disclosing Party or any of the Subsidiaries thereof, as long as said source has stated to the Receiving Party that it is not subject to any confidentiality obligation; or
 - e) any that may be required by law, by court order or in accordance with rules of the securities market or a regulatory, supervisory or governmental authority. Nevertheless, whenever possible, the Receiving Party must notify the requirement to the Disclosing Party at least two (2) business days in advance so that it can request the precautionary measures that it deems appropriate, or

- f) the Disclosing Party dispenses with the confidentiality obligation, in writing and prior to the disclosure.

The burden of proof regarding the applicability of any of the preceding exclusions lies with the Receiving Party.

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

“Receiving Party” refers to the Party that receives Confidential Information from the Disclosing Party.

“Disclosing Party” refers, as applicable at any given time, to the Party that owns the Confidential Information that might be shared with the other Party.

“Representatives” refer, in relation to a company, to any member of its Group and specifically to the directors, officers, employees, consultants, agents, financial advisers and professional advisers of the company and/or of any company within its Group.

“Data Controller” is *the natural person or legal person, public authority, service or other body that, individually or jointly, determines the purposes and means of the processing.*

2 PURPOSE

- 2.1. The purpose of this Agreement is to allow the Parties to confidentially engage in conversations and exchange information about the Proposal and the possible participation thereof in the Programme (hereinafter, the “**Purpose**”). Therefore, each Party undertakes to keep confidential any Confidential Information received from the other Party pursuant to this Agreement.

3. CONTRACTUAL TERM

- 3.1. This Agreement will take effect as from the Date of Entry into Force and will continue to be in force as long as the Receiving Party may be in possession or may have knowledge of any Confidential Information received or derived from the Disclosing Party until the maximum duration of two (2) years as from the Date of Entry into Force. The provisions of Clause 8.4 (Publication) and Clause 11 (Applicable Law and Jurisdiction) will survive such termination.

4. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

- 4.1. **Confidentiality commitment** Regarding the Confidential Information disclosed by the Disclosing Party to the Receiving Party, the Receiving Party undertakes to:

- (i) not communicate, disclose or make available to third parties all or part of the Confidential Information;
- (ii) not use, whether directly or indirectly, or allow others to use the Confidential Information that may have been disclosed to the Receiving Party in accordance with this Agreement for a purpose other than the Purpose that gave rise to it;
- (iii) not copy, reproduce or put into writing any part of the Confidential Information, except when reasonable for the intended Purpose, whenever it may be required by applicable laws or whenever it may be necessary in accordance with the internal policy on backup copies and the storage of documentation;
- (iv) take all reasonable measures to protect the secrecy of Confidential Information. Said measures must at least be equivalent to the diligence that the Receiving Party uses to protect its own Confidential Information, which must at least be the level of business and professional diligence required in commercial practice; and
- (v) indemnify the Receiving Party for any loss or direct damage that it could sustain or incur as a result of any breach of confidentiality by the Receiving Party or any of the Representatives thereof, as detailed in the following clause 8.2.

4.2. **Additional commitments** The Receiving Party will assure that all the necessary measures are taken to assure the confidentiality of the Confidential Information, including the following measures, among others:

- (i) not transmitting Confidential Information in any way or by any means without the prior written consent of the Disclosing Party; and
- (ii) providing Confidential Information only to the Representatives who reasonably need to know said information for the agreed Purpose. In any event, Representatives must have assumed a confidentiality commitment that is no less restrictive than the one contained in this Agreement, and in the case of outside Representatives (other than directors, officers or employees of the Receiving Party), said commitment must be assumed in writing.

5. EXCLUSION OF OTHER RIGHTS

5.1. **Future agreements** The only purpose of this Agreement is to protect the confidentiality of Confidential Information. This Agreement does not obligate any of the Parties to enter into future agreements. Until a definitive agreement has been signed and delivered by the Parties, no contract or agreement will be considered to exist between them except for this Agreement. The term "definitive agreement" does not include signed declarations of intent or any other preliminary agreement in writing. It also does not include any verbal or written acceptance of offers or tenders by either of the Parties. Consequently, this Agreement does not create any type of grouping of entities, joint association or joint venture between the Parties. Neither of the Parties may be considered, whether expressly or implicitly, an agent or partner of the other Party as a consequence of the commitments acquired under this Agreement.

- 5.2. **Ownership of Confidential Information** The Disclosing Party guarantees and declares that it has the right to deliver the disclosed Confidential Information to the Receiving Party. The Confidential Information delivered in accordance with this Agreement will continue to be the property of the Disclosing Party, and this Agreement will not be interpreted as any type of right in relation to Confidential Information.
- 5.3. **Independent development** While all intellectual property rights over Confidential Information and all the media where such information is contained will remain the property of the Disclosing Party, the Disclosing Party understands that the Receiving Party or its Subsidiaries may currently or in the future be internally developing, or receiving from third parties, information that could be similar to the Confidential Information of the Disclosing Party. Consequently, nothing in this Agreement will be interpreted as prohibiting or limiting the Receiving Party or its Subsidiaries from independently developing or acquiring other products or projects, even if, without breaching the obligations set forth in this Agreement, they could compete with the products, projects or systems contemplated by the Confidential Information of the Disclosing Party.
- 5.4. **Licences** All rights over Confidential Information will continue to be reserved only for the Disclosing Party, and no rights or obligations that are not expressly established in this document are granted. Specifically, this Agreement does not grant any licence that is directly or indirectly related to any invention, discovery, patent, copyright or other industrial or intellectual property right, now or in the future, that the Disclosing Party might possess, develop or obtain.

6. RETURN OF CONFIDENTIAL INFORMATION

- 6.1. The Receiving Party agrees that, at the written request of the Disclosing Party and to the extent that it is technically reasonable, the Receiving Party will return to the Disclosing Party, or destroy, the Confidential Information and all the copies thereof, unless applicable laws require otherwise or copies are kept in order to comply with the internal policy on the maintenance of records. Nevertheless, the Disclosing Party acknowledges that the Receiving Party may possibly have automatic backup copies on the servers and IT systems thereof, thereby making it impossible to completely destroy the Confidential Information.
- 6.2. Without prejudice to the return or destruction of the Confidential Information, both Parties will continue to be bound by the obligations that are contracted pursuant to this Agreement.

7. DISCONTINUANCE EARLY TERMINATION

- 7.1. Nothing contained in this Agreement will be interpreted to mean or imply that the Disclosing Party is obligated to provide any specific type of information, whether confidential or any other type.
- 7.2. Each Party reserves the right, at their sole and absolute discretion and at any given time, to refuse to provide more Confidential Information, to reject any or all proposals and to

deem negotiations to be concluded, without any liability to the other Party and without having to state any reason. Without prejudice to the preceding, early termination of the Agreement will not relieve each Party from their confidentiality obligations in accordance with this Agreement, which will continue to be in force until termination of the Agreement as stipulated in Clause 3 (Contractual Term).

8. GENERAL

- 8.1. **Waivers** No error or delay by the Disclosing Party in exercising any action or right in accordance with this Agreement will constitute a waiver thereof. Likewise, whenever the Disclosing Party might partially or individually exercise any right or action that may have been attributed to that Party, it will continue to be able to seek subsequent full or joint enforcement.
- 8.2. **Damages** In the event of a breach of the confidentiality obligations assumed under this Agreement by the Receiving Party or the Representatives thereof, the Receiving Party will be liable for direct damages (excluding all damages for loss of production, loss of profits, loss of business and indirect damages), as well as the costs and expenses derived from the breach. Nevertheless, the Receiving Party will not be liable for the damages that occur as a consequence of negligence that is attributable to the Disclosing Party or the Representatives thereof.

The Receiving Party accepts that the financial compensation arising from a breach by the same may be insufficient, and therefore, the Disclosing Party may seek precautionary measures or other court orders from the competent courts when any of the following circumstances might occur: (i) the Receiving Party breaches or jeopardises compliance with the obligations assumed under this Agreement, or (ii) the Disclosing Party has reasonable grounds to believe that the Receiving Party will not comply with the Agreement.

- 8.3. **Transfer** This Agreement may not be transferred by the COMPANY, in whole or in part, without the prior written consent of ACCIONA.
- 8.4. **Publication** The Company agrees to keep both the existence and the nature of this Agreement confidential, as well as the conversations between the Parties in relation to the Purpose. Likewise, the Company undertakes to not disclose or make any public statement, publication or other disclosure regarding this Agreement without the prior written authorisation of the other Party.
- 8.5. **Primacy of the Agreement** This Agreement encompasses all commitments and pacts between the Parties regarding the Confidential Information, and it replaces all prior agreements, pacts and commitments related to the Purpose.
- 8.6. **Independence and integration of the clauses** If any provision of this Agreement were considered inapplicable, all other pacts and clauses of the Agreement will not be affected and will remain in force.

- 8.7. **Changes** All changes, terminations and waivers related to this Agreement must be formally executed in writing and must be notified in accordance with the provisions set forth in this Agreement.
- 8.8. **Costs** Each Party will assume their own costs regarding the preparation and execution of this Agreement.
- 8.9. **Cybersecurity The Parties and their Subsidiaries:** (i) currently comply with all applicable laws or statutes and with all decisions issued by governmental or regulatory authorities, internal policies and contractual obligations related to the privacy and security of IT Systems, as well as the protection of such IT Systems against unauthorised use, access, misappropriation or modification; and (ii) the Parties have implemented backup and recovery technology in accordance with industry standards and practices.

9. COMMUNICATIONS AND NOTIFICATIONS

- 9.1. All notifications and other communications sent to either of the Parties in accordance with the provisions of this Agreement will be considered delivered on the date of receipt by the receiving Party if they are delivered in person, delivered by messenger service with confirmation of delivery, delivered by email with acknowledgement of receipt, delivered by certified letter or delivered by registered fax.

[COMPANY]

[ACCIONA]

Contact Name: [...]

Contact Name: [...]

Address: [...]

Address: [...]

Telephone No.: (...) [...]

Telephone No.: (...) [...]

Contact email: [...]

Contact email: [...]

10. DATA PROTECTION

- 10.1. The Parties state and guarantee compliance with the legal obligations that are incumbent upon them regarding personal data protection in accordance with the regulations on personal data protection in force at any given time, therefore having adopted the necessary measures related to security, confidentiality and personal data integrity for the purpose of avoiding the alteration or loss of such data or unauthorised processing or access thereto in accordance with the provisions set forth in applicable regulations.
- 10.2. Given the nature of this Agreement, neither Party will have access to the personal data of the other Party during the validity hereof, and therefore neither Party will be considered the Data Processor. However, if, during the course of the contractual relationship between the Parties, one of them needed to access or process personal data on behalf of another party, the Parties undertake to sign a data access agreement that complies with the requirements imposed by the regulations in force at that time.
- 10.3. The signatories and the persons designated as references/contacts in the Agreement are hereby informed that their personal data will be processed in order to be used in relation to the implementation and performance of this Agreement, as well as for the

management and filing of documentation related to it. The legal basis for the data processing is formalisation of the contractual relationship between the represented Parties and the delivery of any relevant documentation, as well as to maintain historical records of previous commercial relationships and legitimate interest. The data provided will be kept for as long as necessary in order to ensure compliance with the legal obligations of the Parties, in compliance with applicable periods of legal limitation and as long as the erasure thereof is not requested. No transfers are envisaged, except under a legal obligation to discover.

10.4. The data subjects, in the terms established in the data protection regulations in force at any given time, may exercise their rights to access, rectification, erasure, objection, the right to request the limitation of the processing of their personal data, the right to portability and the right to file a claim with a supervisory authority.

All requests addressed to ACCIONA must be sent to the email address protecciondedatos@accion.com.

All requests addressed to the COMPANY must be sent to the email address [...]

11. APPLICABLE LAW AND JURISDICTION

11.1. This Agreement will be interpreted and enforced in accordance with the laws of Spain.

11.2. Any dispute, controversy or claim that might arise due to or in relation to this Agreement, or regarding a breach hereof or the termination or validity hereof, will be submitted exclusively to the courts of Madrid.

In witness whereof, this Agreement is signed in duplicate by the duly authorised representatives of the Parties on the day and year indicated above.

[COMPANY]

[ACCIONA]

[Name]

[Job title]

[Name]

[Job title]