



Elewit Challenges

Terms and Conditions of the Call Elewit Challenges 2021

Date:

July 15, 2021

1.- Purpose

The purpose of these terms and conditions of participation (the "Terms" or the "Conditions") is to regulate the terms and conditions of the call "Elewit Challenges 2021", for the proposal of the development of solutions related to the challenges launched from Red Eléctrica and from Telecomunicaciones, Innovación y Tecnología, S.A.U. ("Elewit") as the technological platform of the Red Eléctrica Group.

The above-mentioned challenges are created to promote the identification and development of new solutions to allow addressing certain relevant issues of the Red Eléctrica Group.

Therefore, Elewit launches an open call by means of which innovative solutions may be submitted for the challenges posed for certain processes, services or products, and in which new methodologies and technologies play a fundamental role (the "Proposals").

2.- Participants

Participation in the Elewit challenge initiative is free and voluntary for companies taking part. All information can be found at: <https://www.elewit.ventures/index.php/es/vc-startups/retos>

The participating companies should propose innovative and feasible solutions to the challenges launched. The type of participating company can be of varied nature, mainly researchers, start-ups, and entrepreneurs. A participating company can submit solutions to various challenges.

Participating companies willing to participate can do so by submitting Proposals in any of the innovation challenges presented, as long as the solution to the problem or challenge indicated complies with the requirements set out by Elewit as the leading company, and shows problem-solving and/or improvement ability, regarding the challenge posed.

The personal data of the company participating in any challenge should be completed using the corresponding forms on the following page: <https://www.elewit.ventures/index.php/es/vc-startups/retos>

The Participants acknowledge and declare that any communication or publication they make regarding the solution or Proposal will always be under their sole and exclusive responsibility and at their own risk and expense.

3.- Acceptance of Terms

Participation in Elewit's initiative entails acknowledging and accepting these Terms by both the Participating Company and their legal representatives, without reservations or exceptions of any kind. It implies the full acceptance of these conditions, whose interpretation shall be solely Elewit's responsibility.

Any breach of the procedures included in these Terms and conditions will deprive the Participant of the right to continue participating in the call "Elewit Challenges 2021".

The aim of these Terms and Conditions is to establish the conditions and the acceptance procedure for the challenges and projects included in the open call, but the terms and conditions included therein do not constitute any mandatory or contractual relationship for Elewit or for any company of the Red Eléctrica Group.

4.- Elewit Challenge Proposal Procedure

The program is structured as follows:

Phase 1: Creation of the challenge: in the URL <https://www.elewit.ventures/index.php/es/vc-startups/retos> Elewit defines the specific challenges for its business, process solutions or products/services linked to future developments. These challenges are created so that the participating companies can propose solutions to this challenge.

Phase 2: the above-mentioned URL <https://www.elewit.ventures/index.php/es/vc-startups/retos> will indicate the closing date for the challenge and publish the challenges launched, with the interested parties in the ecosystem having the possibility of solving the challenge. Proposing a solution to the challenge posed means completing and sending the documentation requested in the challenge in order to be able to assess the viability (technical, financial and innovative), as well the acceptance of these terms and conditions by the Participating Company, without reservations or exceptions of any kind.

Phase 3: Elewit will assess the different Proposals made by the participants within the deadline

established by Elewit and select three (3) finalists it considers most appropriate to solve the challenge. Elewit may contact the Participants in its challenge to collect any additional information which may be required.

Phase 4: Once the three finalist companies have been selected for each challenge, Elewit will assess the possibility of holding a meeting for the finalists to present their proposal for a maximum of five (5) minutes to support their Proposal. Elewit will announce the winning project of the challenge that same day.

Phase 5: If the meeting described in phase 4 is held, by simply taking part in the program, the participating companies will have the opportunity of meeting in the networking of said meeting through appointments previously set up by Elewit.

Any type of agreement freely agreed between the parties may be made once the final event is over, between Elewit and any of the finalists and/or Participants.

5.- Assessment criteria

The assessment of the solutions and Proposals will be carried out jointly by Elewit and the business areas of Red Eléctrica Group involved in the challenge.

The assessment of the proposals will be carried out taking into account criteria of application to the challenge such as (without limitation) the technical and economic feasibility of the solution, degree of innovation and the like. If deemed appropriate, more details of the assessment criteria to be considered will be included in the specific definition of the challenge itself.

6.- Prize for the winner

There will be three (3) finalist projects per challenge. Elewit will meet with the three finalists to select the winning project, who will have the possibility of developing the proof of concept or PoC defended in their proposal, complying with the pre-established terms and agreed upon with Elewit.

7.- Confidentiality

The Participants undertake to maintain the strictest confidentiality and to not disclose to third parties any information and/or documentation of the Red Eléctrica Group or related to the challenge that they have accessed during its execution, including the existence of these Terms and Conditions (the "Confidential information").

Consequently, the Participants undertake not to disclose any Confidential Information, not to communicate it to third parties in any way, under any circumstances, and not to use it in any way, except in relation to and complying with the terms and conditions of these Terms, or in the following cases:

- If expressly authorized by Elewit in writing;
- If the Confidential Information is in the public domain, except whenever this may be a consequence of a breach of these Terms and/or a breach of any obligation of confidentiality, or of any inappropriate action or omission by any of the Participants, the employees, agents, subcontractors, executives, directors or shareholders thereof;
- If the Confidential Information is transmitted to the employees, executives, agents, consultants or advisers of the Participants, whenever this is necessary for their appropriate participation in the challenge. The corresponding Participant shall be responsible for any breach thereof; or
- If the Confidential Information is legally required by any judicial or administrative authority in the exercise of its functions, in which case they will immediately inform Elewit. In this case, the Participant who has received the order or who is legally obliged to disclose the Confidential Information shall duly and immediately inform Elewit, so that Elewit can take the appropriate precautionary measures, and, in any case, the Participant who has received the order or who is legally obliged to disclose the Confidential Information shall not reveal any Confidential Information other than the information strictly required in the judicial or administrative order.

In order to avoid the disclosure of Confidential Information, the Participants undertake to take the measures they may deem necessary to preserve the confidentiality thereof, so that these are at least as strict as those used by Participants to preserve their own confidential information.

The duty to maintain secrecy and the obligations and duties related to the confidentiality set forth in this Term will continue to be valid for a period of two (2) years from the last disclosure of any Confidential

Information.

8.- Personal Data Processing

In compliance with the provisions of current regulations on personal data protection; Organic Law 3/2018, and Regulation (EU) 2016/679, Elewit, as the sole data controller, informs the representatives of the Participants whose personal data is provided for the execution of these Terms and Conditions of the following:

- That your personal data provided during the execution of these Terms, as well as those collected during the term of the contest, will be processed in order to maintain and manage the contractual relationship;
- That personal data will be processed on the basis of the execution of these Terms and Conditions, and that they will be kept for the duration of the contractual relationship;
- That, once the contractual relationship has ended, your personal data will be kept for the period of time that may be necessary to comply with any legal obligations or for the formulation, presentation and defence against any claim;
- That your data can be communicated to any third parties to whom Elewit is legally or contractually obliged to communicate said data, which include, among others: (i) Courts and Tribunals, to comply with legal requirements and for the administration of justice, and; (ii) any other third party whenever this may be necessary for the conclusion, execution and supervision of these Terms, or whenever required by law.

As data controller, Elewit guarantees the exercise, at any time, of the rights of access, rectification, deletion and portability of the data provided, as well as the limitation and opposition to processing (or any others recognized in the law) by written notification addressed for the attention of the data processor, through the contact information indicated below:

RED ELÉCTRICA Y DE TELECOMUNICACIONES, INNOVACIÓN Y TECNOLOGÍA, S.A. Unipersonal, by email, to digame@ree.es or by standard mail, addressed to Paseo Conde de los Gaitanes Nº 177, La Moraleja, 28109 Alcobendas, Madrid.

Likewise, Elewit informs the Participants that they may contact the Data Protection Officer of Red

Eléctrica, as the person in charge of effectively responding to the exercise of the rights thereof, through the email address electronicodpd@ree.es. Likewise, the parties are informed that they may file a claim before the corresponding control authority in Spain, the Spanish Agency for Data Protection.

9.- Intellectual/Industrial Property and Accountability

All the Participants in this challenge guarantee that the Proposals will be drawn up without the incorporation of any contents protected by intellectual and/or industrial property rights of their own or of third parties.

In any case, the Participants guarantee that the Proposals and the information thereof are provided to this challenge on a voluntary basis and that they do not infringe any rights of third parties and, if applicable, that they have all the necessary authorizations to participate in this challenge, that they are not offensive or degrading, that they do not incite violence or racism or violate any fundamental right or any public freedoms recognized in the applicable regulations and related to the protection of children and youngsters, that they do not represent or imply any interference in the personal or family privacy of natural persons or a violation of the right to honour of third parties or the secrecy of communications, and that they are not contrary to current regulations.

Notwithstanding the provisions of the previous section, if the Participant wishes to commercialize its Proposal, it shall be offered to Elewit on a preferential basis, in which case the Participant and the company will negotiate the terms and conditions to carry out, in case of agreement, such commercialization or assignment of all operating rights related to the Proposal to Elewit.

The Participants shall be responsible and compensate Elewit for the damages that any breach of these Terms and Conditions may cause Elewit and undertake to hold Elewit harmless from any third-party claim, and the Participants shall be responsible and fully bear the payment of any costs or pecuniary charges that may arise in favour of third parties as a result of any actions, claims or conflicts arising from the breach of any obligations set forth in these Terms and Conditions.

10.- Modifications and exemption from responsibilities

In case it is not possible for the challenge to be carried out correctly due to any acts of fraud detected therein, technical errors, or any others that, according to Elewit's criteria, are not under its control and which affect the normal performance thereof, Elewit reserves the right to cancel, modify or suspend the challenge at any time.

Elewit reserves the right to modify the conditions and dates of the Challenge, duly informing the Participants.

Elewit shall not be responsible for delays or any other circumstance attributable to third parties which may affect the participation or execution of the challenge by the Participants.

Elewit reserves the right to automatically withdraw any Participant who, according to Elewit's criteria, cheats, alters or prevents the correct execution and normal development of the challenge, as well as those who carry out inappropriate practices to improve their profitability, such as operations with privileged information, tampering and the like, those who unduly affect third-parties rights or that use any type of practices that may be considered contrary to the purposes of the Challenge.

Elewit shall not assume any responsibility or obligation due to damages of any kind that may be due to any temporary lack of availability or continuity of the operation of the challenge participation system.

In no case shall Elewit be liable for losses or damages of any kind arising from access to and use of the Training Data Set and/or the Validation Data Set, which includes, but is not limited to, those arising from the computer systems or those caused by the introduction of viruses and/or cyber-attacks. Likewise, Elewit shall not be liable for damages suffered by the Participant due to any improper use of the Training Data Set and/or the Validation Data Set, and, in no way, for any interruption, absence or flaw in telecommunications.

Elewit shall not assume any responsibility or obligation for any delay in emails or in telecommunications

networks related to the records or the sending of data, among others.

Elewit shall not be liable if the details of the winning Participants are incorrect or it is not possible to contact the above-mentioned Participants for reasons beyond Elewit's control.

Likewise, in no case shall Elewit be responsible for the use that any of the Participants make of the data included in their Proposals, or, in general, for the content thereof.

11.- Content

Every Participant authorizes Elewit and the Red Eléctrica Group to use their name and image in the advertising material related to the challenge, including on the Internet, without receiving any compensation.

12.- Applicable Law and Jurisdiction

These Terms and Conditions shall be governed and interpreted according to Spanish common law, with the regulations on conflict of laws not being applicable.

The parties, expressly waiving their own jurisdiction, if applicable, expressly submit to the Courts and Tribunals of the city of Madrid for the resolution of any litigation, controversy, issues or claims arising from the interpretation, compliance, execution or resolution of these Terms, or directly or indirectly related thereto.