

LEGAL TERMS AND CONDITIONS OF THE OPENVIA CHALLENGES 2022 PROGRAM

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1. INTRODUCTION

In 2020, **Globalvia** (“**Globalvia Group**”, “**Globalvia**”), a world leader in managing transport infrastructure concessions, created Openvia, its innovation and technology platform in 2020 with the aim of developing new business solutions and opportunities in the field of infrastructures (“Openvia” or the “**Company**”), especially applied to the concessionary companies managing infrastructures in the Globalvia Group.

With Openvia, Globalvia wants to play a leading role in transforming the services provided by infrastructure operators. Openvia is thus committed to disruptive solutions to transform the world of mobility with the aim of advancing the future to improve people’s quality of life.

With multidisciplinary teams in the United States, Spain and Portugal, Openvia develops digital products and services that add value to four lines of business: Smart Roads, Smart Railways, New Mobility and Digital Mobility.

Openvia is now launching the first edition of its “Openvia Challenges”, an international open innovation program aimed at startups and emerging companies. The program presents four disruptive technological challenges, on which candidates must submit their proposals (“**Openvia Challenges Program**” or the “**Program**”).

This document contains the legal terms and conditions governing the competition and participation in the first edition of this new open innovation program which Openvia will conduct in 2022 (the “2022 **Competition**” “**Competition**”).

2. THE “OPENVIA CHALLENGES” PROGRAM

The Openvia Challenges Program is the first open innovation program of Openvia Mobility, S.L.U. (“**Openvia**” or “**Openvia Mobility**”, indistinctly), aimed at solving, with the innovative community, the business challenges defined by the Company in the field of mobility.

With this program, Openvia seeks to find the best entrepreneurial talent to develop innovative technological solutions in the infrastructure and mobility sector capable of adding value to society.

To this end, the company has identified four challenges in the various markets where it operates, which seek efficiency and sustainability in the world of mobility.

The participants in this program will have the opportunity to develop a pilot project with Openvia Mobility in a real environment (“**Pilot Project**”), receive support from Openvia’s

specialised teams to develop and scale the model, and will be able to present it to a network of experts from different countries in the closing event of the selection process (“**Openvia Startup Day**”), thus promoting the growth of their business.

3. CHALLENGES FOR THE 2022 COMPETITION

For this first edition of the program, Openvia has defined the following four challenges. The title of each of them is followed by the business unit promoting it.

3.1.- CHALLENGE 1: REAL TIME INCIDENT RESOLUTION (HIGHWAYS, IBERIA)

How can we alleviate the lack of real-time information to efficiently and effectively provide solutions for highway incidents in a scalable way?

The reason for the challenge

In the event of a possible incident on a highway, information is the key to quick and effective action. We want to optimise the process that takes place between the incident and the receipt of the information.

Current context

Currently, when an incident occurs, the road maintenance team sends a patrol vehicle to the accident area to detect and assess the situation. Depending on the state of the road (fluid or collapsed) the van may take more or less time. That is why we are looking for solutions that allow us to obtain information more immediately.

What are we looking for?

We are looking for innovative solutions to handle the information in real time when an incident occurs on highways.

They must be scalable solutions (which do not require the deployment of new physical infrastructure or do not entail a high investment):

- IoT solutions
- Solutions involving drones
- Solutions involving sensors
- Any other solution applicable to the challenge that meets the above description

The solution must be compatible with extreme conditions of rain, wind, fog, snow or low or no visibility.

Since there are multiple types of incidents, we are not looking for a single solution that fits all of them. Different kinds of solution may be suitable depending on the type of situation.

3.2.- CHALLENGE 2: AUTOMATIC TRAIN MAINTENANCE (RAILWAYS, SPAIN)

How can we optimise the train maintenance and inspection processes automatically?

The reason for the challenge

As part of the maintenance of tram and metro systems by the Globalvia Group, periodic visual inspections are performed. It has been found that complementarity between human and technological visions may further increase safety and efficiency in inspections.

Current context

Currently, when a train starts or ends service, an operator from the Globalvia Group's technical team performs a visual inspection of the exterior (deck, roof and undercarriage), in order to check that all components are in order. We seek to complement and make this process more efficient with the help of technology. One of our objectives is to improve the availability of rolling stock while facilitating the work of maintenance operators.

What are we looking for?

We are looking for innovative solutions that allow Globalvia to optimise the processes of exterior overhaul and inspection and predictive maintenance of key components.

It should be noted that they must be scalable solutions:

- Computer vision solutions
- Artificial Intelligence Solutions
- Solutions involving sensors, thermographic cameras etc.
- Any other solution applicable to the challenge that meets the above description

3.3.- CHALLENGE 3: USER RESPONSE OPTIMISATION (HIGHWAYS, CHILE)

Frictionless queries: How can we simplify and streamline user request responses?

The reason for the challenge

The Globalvia Group's concessionary highways in Chile have free-flow toll systems. This application allows for the passage of vehicles without stops or interference of traffic for the collection of the toll. It is a postpaid system, similar to other services such as clean water, electricity or telephone services. It generates a high volume of query requests by Highway users.

Current context

Currently, a highway user can contact the Globalvia Group directly through various channels, such as customer service offices, email, social media, call centres or traditional mail.

The reasons for contact may be for the revision of invoice amounts, additional information, complaints or other reasons.

What are we looking for?

We are looking for innovative, efficient, robust solutions, respectful of the principles of data protection in the Chilean framework, which is a regulatory limitation to be taken into account, that makes it possible to optimise user service processes:

- Natural language processing solutions
- Deep Learning Technologies
- ChatBots solutions, well developed and already implemented with large databases
- Robotic Process Automation Solutions

3.4.- CHALLENGE 4. DEVELOPMENT OF SYSTEMS TO DETECT SLOPE INCIDENTS IN REAL TIME (HIGHWAYS, COSTA RICA)

How can we implement an early and cost-effective slope monitoring system?

The reason for the challenge

Continuous monitoring is a vital task of the concessionary company's team. The relevance of this challenge lies in the fact that rocky material falling to the ground presents a risk for road users and officials, and the cost of the solutions and measures already implemented in response to these risks is high (mainly due to the partial shutdown of service on the road and the performance of maintenance and slope recovery tasks).

Current context

There are currently measurement systems that depend on on-site readings and real-time monitoring systems. The solutions implemented (although they work) are less efficient in terms of cost due to the hardware requirements involved. In addition, the Group's infrastructure in Costa Rica has a high geotechnical complexity which, when combined with the rainy winters, make the terrain complex and in constant need for analysis.

What are we looking for?

We are looking for innovative, efficient, scalable and cost-effective solutions that enable early warning:

- Measuring systems without the need for expensive hardware
- Scalable geotechnical solutions
- Satellite technology accurate to small movements

4.- TARGETS OF THE COMPETITION

4.1. WHO IS IT AIMED AT?

We are looking for startups and innovative proposals with the aim of participating in new projects that respond to our four business challenges.

The startups must have the following characteristics:

- Be legally incorporated, as a company with its own legal personality, and not subject to legal grounds for dissolution. Neither the shareholders nor the directors of the company may be employees, directors, shareholders or maintain

a commercial relationship for the provision of services with the Globalvia Group at the time of submitting the application.

- Have at least two people working full-time at the company.
- Offer digital-based solutions.
- Have a product/solution that is already in the market which can demonstrate traction with good business metrics.

Innovative proposals from other entities of the innovative ecosystem (consolidated companies, technology centres, universities) will also be admitted, provided that they add value to the challenges posed and contribute to solving them and providing they comply with the characteristics mentioned above (except for legal personality, which the entity, due to its a specific nature, may not have).

Participants must take into account the geography of the challenge for which they are submitting a proposal because of the need to develop a pilot in a real environment.

4.2. CONDITIONS FOR PARTICIPATION

Projects that meet the following requirements are eligible to participate in the selection process of the “Openvia Challenges” program:

1. Being proposed by promoters that meet the requirements of point 4.1. “WHO IS IT AIMED AT?”.
2. Contributing proposals that involve the application of innovative solutions to the challenges posed, either to provide a total or partial response to them.
3. The ability to be validated through a proof of concept to be carried out with Globalvia.
4. They must be original and hold all industrial and intellectual property and/or exploitation rights necessary to participate in and implement the Openvia Challenge. Partial or total plagiarism of a project will result in immediate disqualification.
5. Several promoters belonging to the same beneficial owner may not apply.
6. The promoter/representative must be of legal age and have the legal capacity to assume the obligations resulting from these rules.
7. The startup or promoter must be up-to-date with tax and Social Security payments.
8. All participants, both companies and their representatives, must not have a criminal record.

Openvia Mobility reserves the right to exclude from the program any participant who is not able to prove the above requirements, without the right to make any claim against Openvia or the Globalvia Group. In no case will the application for accreditation reach the provisions of the paragraph eight of this fourth section.

5. SUBMISSION OF PROPOSALS

Candidates must formalise the application for participation by completing and sending the online form available on the F6S platform, which is accessible from the program's website at the following link <https://openvia.io/openvia-challenges/> ("Form").

The form must be completed in English unless use of a different language is expressly authorised by Openvia.

The registration period will start on 15 February 2022 and will remain open until 8 April 2022 at 23:59 local time in Madrid (Spain).

6. SELECTION PROCESS AND TIMETABLE

The evaluation and selection period for the proposals received will start following the end of the registration period and will conclude on 1 June with the public announcement of the finalists, who will be able to present their proposals at the Openvia Startup Day, initially scheduled for 9 June 2022.

The process will go through the following stages:

- Pre-selection. Following the deadline for the competition, the evaluations will begin. Openvia will pre-select up to 3 participants per challenge, prioritizing those proposals with the greatest potential and scalable development possibilities.
- Focus Week. The pre-selected participants will be able to participate in the Focus Week, in which they will have the opportunity to meet with the Openvia technical team to refine the feasibility of the solutions for the specific challenge and the specific business context of the company, adapt/participate in the solutions for a better adaptation, and outline what the future pilot test could be. These meetings will be held from 23 to 27 May 2022.
- Communication of finalists. Following the Focus Week, the finalists will be announced on 1 June and will be invited to Startup Day.
- Openvia Startup Day. An internal event, where participants will be able to present their solutions to a network of experts from the Globalvia Group and Openvia, present in 6 countries around the world. It will be on 9 June 2022.
- Final selection. After the Openvia Startup Day, Openvia will decide which participants are eligible for the pilot project.

Openvia's decisions in this selection process will be final and will not need to be reasoned.

Openvia reserves the right to amend this process and schedule where required for the smooth running of the program. At any event, the most up-to-date version will always

be available in the “How does it work?” section of the program website, <https://openvia.io/openvia-challenges/>

7. SELECTION CRITERIA

The proposals received will be evaluated and selected according to the following criteria:

- Attractiveness of the solution. Appeal of the solution and ability to meet the challenge.
- Degree of innovation. Differential value of the product/technology with respect to other solutions existing in the market.
- Suitability of the solution for a pilot test. Level of solution development, technical aspects or external conditions that may condition the pilot.
- Potential impact on business in the event of success. Future capacity for revenue generation or operational improvements associated with the development of these capacities.
- Ease of implementation. Level of resources, completion times, and external conditions that may affect the scalability of the solution.
- Suitability of the promoter team and the company. Experience, knowledge of the sector, technical and management skills of the promoter team.
- Motivation. Expectations of the collaboration with Globalvia.

8. LEGAL ISSUES

8.1. ACCEPTANCE OF THE LEGAL TERMS AND CONDITIONS

Participation in the competition implies full and unreserved acceptance of these legal terms and conditions and the waiver of any type of claim by the candidates.

Openvia reserves the right to make changes in the development of this competition and undertakes to announce them on the program's website for communication to all participants.

The most up-to-date version of these legal terms and conditions will always be available on the program website, <https://openvia.io/openvia-challenges/>

For the interpretation and compliance with these Terms and Conditions, Openvia and the participating entities will be subject to Spanish law. At any event, Openvia reserves the right to interpret these Terms and Conditions.

8.2. OBLIGATIONS OF THE SELECTED CANDIDATES

- Participate in the Program and develop and exploit the project exclusively through the company with its own legal personality that submits the Application, and to remain as linked partners and promoter team during development of the Program and the Pilot Project.
- Not be linked, either directly or indirectly, to another person or entity whose activity comes into direct or indirect competition with that of the project.
- Participate, assist and collaborate in all the activities and events scheduled in the Program.
- Devote priority and sufficient time to the development of the Programme and Pilot Project.
- Comply with the legislation and regulations applicable in each case, particularly with regard to personal data protection and intellectual and industrial property rights. In particular, the proposed solutions and the Pilot Project must comply with the regulations and sectoral legislation applicable in the country in which they are developed.
- Facilitate access and/or deliver the documentation and information required by Openvia.

8.3. LIABILITY

Applicants will be liable for the accuracy, truthfulness and completeness of the data provided and will also be liable for the terms of ownership and/or use declared in relation to the projects. Openvia reserves the right to verify the veracity of the data provided, as it deems appropriate. Participants who do not meet any of the above requirements will be excluded from the Program.

In the same way, the participants declare that the solutions and proposals are original, or that they have the relevant authorisations and hold the rights for the normal exploitation according to the subject matter of the proposal, if there are third parties involved. In the event that any third party makes a claim due to an infringement of any right relating to the proposal or solution of intellectual or industrial property, the participants will be exclusively liable for any expense or damage resulting from such claims.

Likewise, the applicants will also be liable in the terms included in this section to Openvia and will indemnify Openvia or any entities/or any company of the Globalvia Group entitled to compensation, where applicable.

8.4. CONFIDENTIALITY

All information or documentation that the applicant obtains from Openvia or the Globalvia Group for the development of the program will be confidential and may not be disclosed to third parties without the prior written consent of the latter.

The term of the obligation of confidentiality will be ten years, without prejudice to all those elements subject to protection under Royal Legislative Decree 1/1996, of 12 April, approving the recast text of the Intellectual Property Act, regularising, clarifying and harmonising the legal provisions in force on the matter, Law 24/2015, of 24 July, on Patents or Law 1/2019, of 20 February, on Business Secrets. In such cases, the duty of confidentiality will extend throughout the period of protection of each element.

8.5. PERSONAL DATA PROTECTION

The participants will provide their data to the controller F6S Network Limited, whose purpose is match professional profiles. The legal ground for the processing is based on the consent of the participants, and the recipients include Openvia Mobility, S.L., as will be explained below. The rights of access, rectification, erasure and other rights may be exercised using the additional data protection information that F6S makes available to participants at <https://www-f6s-com.translate.google.com/privacy-policy? x tr sl=auto& x tr tl=en& x tr hl=en& x tr pto=wapp>

The data controller of the personal data communicated by F6S is Openvia, which will process the data in order to carry out the Competition in the terms detailed herein, including the processing of the image of the participants in the event they are selected, in accordance with Section 8.7. on the basis of acceptance of these legal terms and conditions.

The categories of data that Openvia collects are as follows:

- Contact information (Name, phone, email)
- Professional skills
- Links to user profiles on LinkedIn, Twitter, Facebook, personal website and/or GitHub
- Position in the organisation
- Curriculum vitae
- Image (if selected)

Where participating in Challenges 3 and 4, as defined in Section 3 of these legal terms and conditions, the personal data of the participants will be disclosed to the entities of the Globalvia Group located in Chile and Costa Rica as appropriate. These countries do not offer a level of protection comparable to that of European legislation and the disclosure is based on the implementation of these terms and conditions to the extent that it is necessary for the assessment of the projects submitted.

The period of storage of the participants' personal data will be limited to the duration of the selection process. For selected participants, this period will be extended until the end of the collaboration with Openvia. Once these periods have expired, the data will be kept, duly blocked, as long as they are necessary for reasons of liability that may result from their processing or compliance with legal obligations by Openvia.

The participants may at any time exercise the rights of access, rectification, erasure, objection, portability and restriction to the processing of their personal data by sending an email to dataprotection-ov@openvia.io indicating as the subject "Data Protection Policy" and attaching a copy of their identification document in force.

The participants are also informed that they have the right to obtain the protection of the Spanish Data Protection Agency through its website www.aepd.es.

8.6. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The promoter/representative guarantees that:

The projects are originals of their authors, and/or they have exclusive exploitation rights and are authorised to assign them.

The projects will not infringe the rights of third parties, including, without limitation, intellectual or industrial property rights, copyrights, trademarks, patents, trade secrets, privacy and advertising. The content will not be illegal, nor will it have been created and/or sent in a way that violates a contractual obligation that it may have with a third party and/or it will be freely available to them.

Openvia does not claim any ownership of the information offered or any industrial or intellectual ownership of the contents of the innovative project. The participant does not assign the industrial or intellectual property rights derived from the projects to Openvia or the Group. In this regard, the participants understand that in order for Openvia and the Globalvia Group to examine the submitted proposal, they must authorise a necessary use so that the reality of the statements that the participants make about their proposals may be independently verified.

In the event that the collaboration between Openvia and/or the Globalvia Group and the participating entity generates elements subject to protection under the intellectual property, industrial property or business secret regulations, the participants undertake to enter into the agreements necessary to protect said elements. Such agreements will respect the authorship of the contributions of each one of the parties and will include the necessary authorisation to allow the peaceful integration of the developments of the participating entity with the joint developments.

In the event that the collaboration between Openvia or the Globalvia Group and the participating entity generates elements subject to protection under industrial property regulations, the parties shall refrain from any written or verbal disclosure (conferences,

etc.), which may prejudice the “novelty” requirement essential for such protection to be viable.

The promoter/representative accepts that nothing in these legal terms and conditions authorises or entitles them to use the industrial property rights of Globalvia or Openvia, such as trademarks or logos, nor those that are owned by either or both entities.

8.7. IMAGE RIGHTS

The participant authorises without time limit Globalvia, Openvia and its collaborators to disseminate the title and the summary of the joint project in any communication action of Globalvia and/or Openvia related to the Openvia Challenges Program, as well as the image and name of the participants.

The participant also authorises the Globalvia and/or Openvia team, as well as the specialised and/or general press covering the Program, the Openvia Startup Day and/or the Pilot Project, to take images and record audios and videos in the acts that are held during the different stages of the program. It also assigns without time limit to Globalvia and Openvia the use of said images, voice, audios and videos, for the exclusive communication purposes of the Openvia Challenges Program.

This assignment is free of charge.

The participants may revoke the assignment of their image at any time, which may entail compensation for damages caused to Openvia or Globalvia, in accordance with applicable legislation.

9. RESERVATIONS AND LIMITATIONS

Globalvia and Openvia reserve the right to modify, suspend or cancel this Program if the circumstances so require, without this giving rise to the right to any claim by any of the participants.

These legal terms and conditions do not create any legally binding obligation for Openvia or the Globalvia Group. They merely reflect the will of both parties, expressed in good faith and in non-binding terms. Notwithstanding the foregoing, the provisions of paragraphs 4.1, 4.2, 5, 8.1 to 8.4, 8.6 and 8.7 constitute an obligation for the participants/startups.

Participation in the Competition does not entail any remuneration for any item or compensation for the expenses that the participants may have incurred. Furthermore, participation in the competition does not entail any cost.

10. COMPLIANCE

The participants undertake, throughout the Program and, as the case may be, the Pilot Project, to participate and carry out the work required in compliance with the Globalvia Code of Conduct and Policies, which are accessible on the www.globalvia.com website and which they expressly declare to know when submitting the proposal.