

Sacyr

iChallenges

Open Innovation: Bases of the
call

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1. Introduction

The Sacyr Group, understood as all the legal entities that make it up, is a leading global group in the development and management of infrastructures and services, carrying out its activity in more than 20 countries on four continents.

The Sacyr Group is committed to innovation and the adoption of innovative solutions as key elements to ensure its competitiveness and to better fulfil its purpose, which is to move society forward towards a sustainable future through the development and management of infrastructures that generate a positive social, economic and environmental impact for the benefit of all stakeholders.

In this context, at Grupo Sacyr we are convinced of the transformative potential of technology and innovation as driving forces for relevant changes in the value chains and in the rules of the game of the economic sectors, markets and businesses in which we carry out our activities. We want to face this process of change together with other market players that can complement us and accelerate the development and adoption of innovative solutions and technologies in our operations, following the paradigm of open innovation.

For this reason, the Sacyr Group has decided to launch a new edition of the Sacyr iChallenges Programme, created to promote innovation, technology and collaboration with the national and international innovation ecosystem and help solve the business challenges of its different lines of activity.

This document contains the bases for participating in the Sacyr iChallenges Program that will take place during 2026.

2. Objective

The purpose of the Program is, based on the identification of specific challenges or areas of opportunity previously defined by Sacyr, S.A. (hereinafter, "**Sacyr**"), to find innovative solutions in the market that allow the resolution of these challenges jointly, generating a real impact and adding value to its businesses.

To this end, Sacyr publishes a series of challenges in each edition.

During the final phase of the Program, work will be done on the definition of a use case or pilot project for the testing and subsequent deployment of the solution in a real environment in the assets and facilities of the Sacyr Group, developing a pilot between

the business line responsible for the challenge and the selected solutions.

3. Target Audience

This Programme is aimed at innovative agents of various kinds who wish to present their projects or solutions (hereinafter, "**Proposals**") in response to the challenges published by the company for this edition, through the www.sacyrichallenges.com page.

Proposals are sought that provide a differential value through the application of innovation, technology or new models of interaction with the market, to provide a total or partial response to some of the challenges that have been defined by the business lines involved in the Program. A participating company can submit Proposals to several challenges.

Specifically, the Programme is open to the participation of:

- Startups, spin-offs and emerging companies
- Scaleups and high-growth technology-based companies
- Consolidated companies, innovative SMEs, large companies, joint ventures and business groups
- Research groups, universities and technology centres, public and private
- Companies in the value chain in our areas of action, suppliers, or technologists, who have or have the capacity to develop innovative solutions.

4. Participation Requirements

The Sacyr iChallenges Program is aimed at any agent in the innovative ecosystem that is willing to propose solutions to the defined challenges. The solutions must be able to be validated by being tested in collaborative projects with the Sacyr Group.

Participants who meet the following requirements may participate in the selection process of the Sacyr iChallenges Open Innovation Program:

- Be an agent of the innovative ecosystem that identifies with what is specified in point 3 "Target Audience" and have a team with the capacity to dedicate the time due to the monitoring, development and fulfillment of the milestones and objectives established in the Program.

- Have the legal capacity to assume the obligations arising from these bases, acting on behalf of a validly constituted business project (or in the process of being so), and be up to date with their tax and Social Security obligations. Sacyr may at any time require the accreditation of the above points by providing the corresponding certificates issued by the competent bodies.
- Submit an original Proposal that has been prepared without the incorporation of content related to its own intellectual and/or industrial property rights or those of third parties that cannot be used. The plagiarism of a project will result in the immediate expulsion of the participant in the selection process and the impossibility of being admitted to future editions.
- Submit a Proposal with a sufficient degree of development that can represent a valid alternative or a way of solution, partial or total, in any of the areas in which Sacyr has a specific challenge. For the purposes of the implementation of a use case or pilot project with the business unit involved at the end of the Program, it will be considered that the product/service or technology presented must have, at least, a functional prototype mature enough to be tested. It is not essential that the participant has commercially launched their solution.
- Sacyr reserves the right to exclude from participation in the Program in the event that compliance by any participant with the aspects mentioned in the previous sections is not accredited.

5. Application for participation

To submit a Proposal, it is necessary to complete the application for participation by registering and sending information through the online form available on the www.sacyrichallenges.com program's website.

Proposals that are received or attempted to be formalised after the deadline for admission of applications detailed below will be excluded from participating in this edition of the Programme.

6. Program Development

6.1 Phases of the programme:

The Programme provides a framework in which one or more challenges will be launched

that will be independent of each other, without the need to be published simultaneously. This may result in one or more lines of action within the Programme with an independent start and end in terms of the (1) proposal submission, (2) evaluation and (3) selection phases.

The details of the phases for each challenge, as well as the corresponding calendar for each challenge of the program are available on the Sacyr iChallenges website: www.sacyrichallenges.com.

1. Proposal Submission Phase :

The Sacyr iChallenges website will make public the content and definition of the challenges that will be launched within the framework of the programme.

The publication and definition of these challenges on the Sacyr iChallenges website will collect all the information necessary for their proper understanding by innovative agents through specific materials in different formats (challenge sheets, videos, etc.).

From the publication of each of the challenges, a reception period will be opened for the presentation of proposals by the innovative agents for the corresponding challenge.

2. Evaluation:

The evaluation process will be carried out in three sections, following the following sequence.

2.1. An initial analysis of all the Proposals received according to the evaluation criteria established in these rules. Proposals that demonstrate the greatest potential and fit the challenge will be highlighted among the Top 20 solutions. At the end of this first evaluation, the result will be communicated in writing to the participants.

2.2. From there, a second exhaustive evaluation filter will be carried out to select the five (5) Proposals that will be invited to participate in a virtual meeting with the experts of the business unit. The objective of this session will be to expand the information between the parties, clarify technical doubts and specify the aspects to be taken into account for the development

of a potential use case or pilot project. 2.3. Based on the information collected, up to three (3) Proposals that are considered suitable for the implementation of a proof of concept or pilot project (hereinafter "Solution Projects") will be pre-selected.

3. Selection:

The chosen innovative agents will be invited to participate in the Sacyr Innovation Summit, the closing event of the Program to be held at Sacyr's headquarters in Madrid (Spain), to present their respective Solution Projects to the managers and teams of the corresponding business units.

During this phase, Sacyr Group's business experts interested in the development of the solutions will work with the innovative agents in defining the scope of the possible use cases or pilot projects (hereinafter "Pilot Scope"), narrowing down the objectives and the specific implementation scenario (asset, installation or service designed, built, operated or conserved by Sacyr) where each solution can be tested.

The Pilot Scope will specify the estimated temporal, economic and operational scope for each case, as well as the agreed relationship framework.

6.2. Implementation of the Pilot Projects:

At the end of the Program, after the Sacyr Innovation Summit, the management team of the business unit interested in the implementation of each solution will review the Pilot Scope and validate, on a case-by-case basis, the necessary investment and conditions for its implementation. The collaboration agreement will then be negotiated, which will regulate the rights and obligations of both parties, the following aspects will be subject to negotiation, among others:

- Collaboration mechanism between any legal entity of the Sacyr Group and each selected innovative agent.
- Requirements for the implementation of a proof of concept or pilot project.
- Contributions from each of the parties, including the express attribution of the intellectual property, industrial property, know-how or any other rights derived from the Solution Project.

- Participation in the economic benefits and/or investments necessary for the implementation of the Solution Project.
- Mechanism for the participation of the Sacyr Group in the possible incorporation into the market of new products derived from the Solution Project.

Any legal entity of the Sacyr Group will be able to negotiate at the same time with each of the pre-selected innovative agents. The negotiation will last for the period necessary for the parties to reach an agreement, establishing a maximum period of 60 calendar days from the celebration of the Sacyr Innovation Summit. In the event of reaching an agreement, its content will be incorporated into a Collaboration Agreement, which will be signed by the parties for the regulation and proper development of the Solution Project.

In the event of not reaching an agreement with an innovative agent, Grupo Sacyr will not incur any obligation to repair the other party, nor will it be obliged to carry out any proof of concept or pilot project, and may declare this edition of the Sacyr iChallenges Program void.

6.3. Economic consideration :

Subject to the agreement of the parties, Sacyr undertakes to dedicate the necessary resources and investment on its part to the proper development of the Solution Projects. Allowing that, under optimal conditions, the agreed objectives are achieved, without predefining the amount allocated to the financing of these Pilots at the beginning of the Programme, given the heterogeneity of the possible projects.

7. Criteria for evaluation and selection of Proposals

All Proposals received will be evaluated by the Program's technical team, made up of innovation and business experts internal and external to Sacyr, including specialists from the business units involved in each challenge.

The assessment will be carried out taking into account (without limitation) the criteria described below:

- **Potential impact on the business:** potential volume of future revenue generation, savings or economic benefit that can be transferred to the business

unit and/or to the Sacyr Group as a result of the solution implemented, differential value provided or potential for, development of competitive advantages for the business in the medium term (e.g. access to new technologies, access to technical profiles, etc.).

- **Product/Technology:** Degree of innovation of the product or service compared to the state of the art of the sector, degree of maturity of the technology or product developed or potential scalability of the solution within the business (leveraging resources, infrastructure, existing geographies, etc.).
- **Team and maturity of the company:** experience and knowledge of the entrepreneurial team, degree of maturity of the business (e.g.: alliances and key partners, initial investments, customers, first sales, etc.), capital needs, internal organization and processes.
- **Previous experience working with other companies or institutions (companies, universities, etc.):** in the development, implementation, licensing or other type of experience as a supplier (e.g. they have sold consultancy or part of development to a company, experience in understanding problems of others / defined by a third party), motivation / interest in collaborating with a corporation.
- **Feasibility of the collaboration:** Satisfactory result for Sacyr of the negotiation process and alignment of teams defined in the previous section. reflected, where appropriate, in the Pilot Scope document. Sacyr's decisions on all matters set out in these terms and conditions shall be final and shall not be subject to reasoning.

The submission of Solution Projects to iChallenges implies acceptance of these rules in their entirety.

8. Rights recognized to Grupo Sacyr by the Sacyr iChallenges Program

The participation of the selected projects in the Sacyr iChallenges program will imply the recognition in favor of the Sacyr Group of the following:

Image rights

Participants authorise Grupo Sacyr to invite specialised and/or general press to cover the

different activities carried out during the programme period.

Likewise, all selected participants will authorize Grupo Sacyr to disseminate and publish through the Internet and in specialized and/or general media a summary of the projects in question, as well as the image and name of the participants responsible for such projects.

The foregoing shall be without prejudice to the rights resulting from the applicable legislation and/or the Collaboration Agreements that are signed.

9. Confidentiality and Protection of Personal Data

Both the Sacyr Group and the participants in the Program undertake to maintain in the strictest confidentiality any information that may be considered confidential and that has been exchanged by private means (excluding publications on websites, blogs, and other means of communication) as well as not to disclose to third parties, in whole or in part, information and documentation received from the other Party related to the Programme.

The duty to maintain secrecy and the obligations and duties related to confidentiality established in these rules will remain valid for a period of two (2) years from the last disclosure of any confidential information, understood as any data or fact referring to or related to Grupo Sacyr to which it becomes aware by reason of its participation in the Program. whether it is technical, financial, commercial or any other information and whether orally or in writing and in any type of medium.

These terms may be expanded and regulated more precisely in a specific document that may be signed by mutual agreement by the parties as the selection and negotiation process with the Sacyr Group business unit progresses.

The personal data provided will be processed by Sacyr, S.A., with NIF A28013811, with address at Calle Condesa de Venadito 7, 28027, Madrid, as the data controller.

This data will be used to manage your participation in the Sacyr iChallenges program.

The legal basis that legitimises this processing is the need for the execution of the provisions of these rules.

For this purpose, your data will be processed for a period of two (2) years for possible subsequent communications and procedures specific to the Programme.

In addition, your data will be used to inform you and send you communications, including by electronic and/or telematic means, about the activities, projects and news of both the Sacyr iChallenges programme and the different innovation initiatives that we promote and that may be of interest to you, based on Sacyr's legitimate interest, and which do not require your consent.

For this purpose, your data will be processed until such time as you decide to object to this processing, delete your data or limit the processing of your data.

We also inform you that we will share your data with other legal entities of the Sacyr Group, which may be consulted in www.sacyr.com, for the same purposes indicated. These companies may be located in third countries, which may involve the international transfer of data outside the European Union (EU). However, and given the special attention we have to the processing of your personal data, when such a transfer is made outside the EU, we implement measures to ensure that the personal data transferred benefits from an adequate level of protection.

We also have collaborators who provide services, such as computer and web maintenance companies, or third parties on whom we rely for the management of events that, due to the provision of their services, access Sacyr's personal data. However, we select and control these third parties with whom we have signed data protection agreements, where they are obliged to comply with a series of obligations in terms of data protection.

Apart from the above cases, we do not communicate your personal data to any additional third party. In the event that any of our service providers or IT systems are located outside the EU, we will adopt all the guarantees that are applicable in accordance with the regulations provided to ensure proper data management.

By providing your data, you guarantee that you have read and understood the processing of your personal data as indicated. However, at any time you may exercise your rights of access, rectification, deletion, opposition, limitation of processing and portability, when these rights are applicable, by written communication to the postal address indicated above or by email to protecciondedatos@sacyr.com, sufficiently identifying yourself and specifying your request.

Likewise, if you consider that your data has been processed inappropriately, you will have the right to file a complaint with our Data Protection Officer in dpo@sacyr.com or with

the supervisory authority, Spanish Data Protection Agency (C/ Jorge Juan, 6. 28001 – Madrid www.aepd.es).

10. Intellectual and industrial property

Participants will be responsible for having formalized the measures for the protection of their intellectual and industrial rights, prior to the submission of their Proposals.

If the Solution Project is eligible for protection as a utility model or as a patent, the report on the state of the art prepared by the Spanish Patent and Trademark Office must be attached to it. Otherwise, Sacyr may require the innovative agent to request it as a condition for the development of the pilot project.

In the event that the Draft Solution generates elements susceptible to protection in the Patent and Trademark Registry, the parties shall refrain from any written or oral disclosure (conferences, etc.), which may prejudice the requirement of "novelty" essential for such protection to be viable.

By submitting their Solution Projects, innovative agents guarantee Sacyr that:

- a) The Solution Projects presented are original to their authors and/or have full rights and disposition over them.
- b) In the event that the projects are the unitary result of the collaboration of one or more participants with Grupo Sacyr, the project will be treated as a collaborative work in accordance with article 7 of the LPI, with the resulting rights belonging to all of them as co-authors, without prejudice to what the participants and the corresponding legal entity of Grupo Sacyr agree in the Collaboration Agreement
- c) The participant authorizes Grupo Sacyr to publish on their respective official websites the summary of the Draft Solutions, provided that the "novelty" requirement is not prejudiced, and accepts that visitors to the websites have access to such information in accordance with the conditions of use of said website.
- d) The participant authorises the use by Grupo Sacyr of the name and title of its Solution Project, without a time limit, to be mentioned on the website or for any actions or events related in any way to Sacyr iChallenges, as well as for its reflection in the historical archives and supports of various kinds of Grupo Sacyr and the Sacyr iChallenges programme.

- e) The participant accepts that nothing in these rules authorises or gives him the right to use the industrial property rights of the Sacyr Group such as, in particular, trademarks or logos, or those others that are owned by the company.
- f) In the event that, within the framework of the execution of the Solution Project, the participant has to access the Sacyr Group's documentary and knowledge base (standard contracts, data, etc.), such access will be conditional on the participant's acceptance of the corresponding confidentiality agreement established by the Sacyr Group.

11. Assignments

The transfer of the status of participant by any title must in any case be authorised by the Sacyr Group, which may object in the event that the new participant or partner does not meet characteristics of intellectual or economic solvency similar to those of the transferor, as well as in the case of third parties linked to competing companies of the Sacyr Group.

12. Liability

The participants declare that the works and projects presented are original and that the concepts and/or creative elaborations that make them up have not been carried out by third parties who are not participants or that, where appropriate, they have the relevant authorizations for the presentation.

In the event that any third party claims for the infringement of any intellectual or industrial property right, Grupo Sacyr will be exonerated from all liability. The participants will be liable to the Sacyr Group for any expense or damage arising from claims by third parties as a result of any breach of the obligations of said participants under these rules.

13. Dissemination of the awarded projects and image rights

The Sacyr Group reserves the right to reflect the finalist projects in a publication created for this purpose, as well as in its publications and websites, in terms that do not prejudice the requirement of "novelty", in the event that the Solution Project is susceptible to registration protection.

Likewise, Grupo Sacyr may reproduce, in whole or in part, provided that the requirement of "novelty" of the elements that are planned to be registered, in those

media that it deems appropriate, the finalist projects and the name of the authors, with the sole purpose of transferring the contributions made to society, without this implying any limitation on the property rights over them.

By participating in this programme, participants automatically consent to the transfer, use, publication and reproduction throughout the world of their image, name and surname, without prejudice to the provisions of section 7 a) and 8 of these Terms and Conditions, as well as a mention of the finalist projects, in any type of advertising, promotion, publication, including TV, Internet, social networks or any other media of any nature whatsoever during the duration of the Sacyr iChallenges program and on subsequent dates for informative or corporate purposes provided that these are related to this program, without this generating the right in favor of the participant to receive any consideration for it.

14. Acceptance of the bases and legislation

Participation in the call implies full acceptance of these rules and the waiver of any type of claim by the candidates.

Sacyr reserves the right to introduce mere procedural measures to facilitate the development of the call, undertaking to communicate, on the website mentioned in these rules, such modifications so that all participants have access to them.

Sacyr may not reduce, but may extend at its discretion all the deadlines mentioned in these Terms and Conditions or set those that are convenient in their development, publishing them on its website as far in advance as possible.

If any of the terms of these Terms and Conditions cannot be executed literally in their own terms due to any legal limitation that affects them, they will be adjusted respecting as much as possible the spirit of the current wording.

These rules will be on the program's website at all times (sacyrichallenges.com). Likewise, these legal bases have been drafted in both Spanish and English. The English version has a purely informative motivation and to facilitate the understanding of the bases to those agents who do not have the necessary ability to understand Spanish. In the event of discrepancies between the two versions, the Spanish version shall prevail.

The application of these rules will be governed by Spanish law and in the event of discrepancies in the interpretation or application of this document, the parties

undertake to make their best efforts for the friendly settlement of the same. In any case, the parties waive any jurisdiction that may correspond to them and expressly submit to the courts and tribunals of the city of Madrid.

The participants accept that the agreements or contracts that may be formalized for the development of pilot projects, and which will be annexed to these rules, will also be governed by Spanish law and will be subject to the courts and tribunals of the city of Madrid.

15. Acceptance of the Sacyr Group's Code of Conduct.

Participants accept and undertake to comply with the Sacyr Group's Code of Ethics and Conduct in the areas that apply to them. This Code of Ethics and Conduct can be consulted at the following link:

https://www.sacyr.com/accionistas-inversores/gobierno_corporate/compliance/code_of_conduct).

16. Final considerations

This Program may be modified, interrupted and/or canceled if there are justified circumstances that require it. Likewise, Sacyr reserves the right to declare the award void if no project presented meets the expected quality at the discretion of the Decision-Making Committee of each challenge.

17. Consultation and resolution of doubts

In order to carry out a program based on clarity and transparency, Sacyr will resolve any queries or doubts raised by the participants.

To make inquiries or resolve doubts related to the program or the submission of applications for admission, interested parties can contact Sacyr through the following email address: info@sacyrichallenges.com.

A maximum period of fifteen (15) calendar days from the publication of the Program is established to ask questions. After the aforementioned period, Sacyr does not guarantee the answer to the questions. This period will restart with the publication of each new challenge for the same number of calendar days.

Sacyr will be able to respond to frequently asked questions publicly and generally through www.sacyrichallenges.com