

Ennomotive challenge

“Design and maintenance of I-77 Express separators”

Terms and conditions

An initiative driven by:

ferrovial

cintra



ENNOMOTIVE CHALLENGE TERMS & CONDITIONS

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ENNOMOTIVE CHALLENGE TERMS & CONDITIONS

1. Description and objectives

Ennomotive is an online community of engineers, scientists and startups from over 50 countries that helps solving industrial and logistics challenges of leading companies through a crowdsourcing method, offering the opportunity of taking part on innovation competitions in which to offer solutions to a specific challenge proposed by corporations (“**Ennomotive**” or the “**Community**”).

Ferrovial Corporación, S.A. (“**Ferrovial**”) and Cintra Servicios de Infraestructuras, S.A. (“**Cintra**”), both companies being part of the group which parent company is Ferrovial S.A. (“**Ferrovial Group**”) are posing a challenge through Ennomotive platform (the “**Challenge**” or the “**Competition**”) in which engineers, scientists and startups from the Community will be able to propose solutions to three different problems related to the Concession (just as this term is later defined).

Specific objectives of the Challenge are listed below:

- Connect Ferrovial Group with the most exceptional engineers, scientists and start-ups from the international entrepreneurship ecosystem
- Accelerate Ferrovial and Cintra innovation process by implementing impact technology solutions through engineering crowdsourcing.
- Find a solution to specific technical difficulties that were found at the beginning of the maintenance service of the US highway I-77 Express (the “**Concession**”).

To achieve these objectives, Ferrovial and Cintra are launching a challenge through Ennomotive platform. Competition winners might get, among other benefits, a cash prize up to 15.000€.

This document sets the principles that govern the selection process of the best project capable of solving the challenge that Ferrovial and Cintra are proposing to the global entrepreneurship community through Ennomotive.

By applying to the Challenge, participants necessarily express full cognizance and acceptance of the terms and conditions specified herein.

2. About Ferrovial Group

Ferrovial Group is one of the world’s leading infrastructure operators committed to developing sustainable solutions.

Ferrovial Group has around 96.000 employees and carries out projects in more than 15 countries. It is a member of IBEX 35 index and is also included in prestigious sustainability indices such as the Dow Jones Sustainability Index and FTSE4Good.

Ferrovial Group activity is carried out through four business lines:

- Services: efficient provision of environmental and urban services and maintenance of infrastructures and facilities.
- Highways: promotion, investment and operation of motorways and other infrastructures.
- Construction: design and construction of infrastructures in the areas of civil engineering and industrial construction.
- Airports: airport investment and promotion.

A commitment to society is one of Ferrovial Group distinguishing characteristics. Accordingly, the company is committed to Corporate Responsibility, best practices in terms of Quality and Environment, and the advancement of Innovation. Ferrovial provides services to large communities to promote socio-economic development, helping improve people’s living standards

Cintra is a company that develops and efficiently manages transport infrastructures around the world as the highways business line of Ferrovial Group. It has over 50 years of experience and presence in 9 countries where it has been winning bidder of 24 concessions, managing over 1.468 road

kilometers. It is internationally recognized for the development of transport infrastructures, staying at the forefront of highways operation, implementation of cutting-edge toll technology and development of new finance structures.

Relevant information:

- 1.468 road kilometers.
- 24 concessions in 9 countries.
- 18.472 M€ investment managed in 2018 (94% international).
- Owner of 43,23% of 407 ETR highway in Toronto (Canada) and 62,97% and 54,6% of Managed Lanes NTE and LBJ highways in Texas (USA), respectively.
- Only in USA and in 2018 it was responsible for the full opening to the traffic of the NTE 35 West highway (53,67% Cintra) in Texas and for the ongoing construction of I-77 (50,10% Cintra) in North Carolina and I-66 (50% Cintra) in Virginia.
- Examples of average daily traffic: 200.000 vehicles at NTE, 270.000 at LBJ and 135.000 at 35W.

3. The Challenge

The Challenge to be launched through Ennomotive's platform is "**Design, Cleaning and Replacement of Tubular Separators on Highways**".

3.1. Background

Ferrovial and Cintra are constantly at the forefront of developing new commercial solutions and, together with the Construction division of Ferrovial Group ("**Ferrovial Agroman**"), they design roads to obtain the best project value. This is achieved by maximizing revenue and optimizing the balance between initial investment and future operation and maintenance costs, guaranteeing users the safest, most reliable and quality service.

Cintra, in collaboration with Ferrovial Agroman as main builder, has improved Interstate 77 in north Charlotte, North Carolina. The design has led to the expansion of its lanes, in both directions, along 26 miles (41.8 kilometers) of the I-77 in the metropolitan area north of Charlotte, between the connections with I-277 in Charlotte and the NC-150 in Iredell County. In three sections, the existing highway is being rebuilt, which means its expansion by creating an adjacent highway called I-77 Express ("I-77 Express") that adds capacity by creating express lanes with variable electronic tolls that improve the operation of the highway ("**Express Lanes**").

Upon completion of the construction of the I-77 Express, and under the concession agreement of the competent authority ("**Concession Agreement**"), a consortium of companies called I-77 Mobility Partners ("**I-77 MP**") led by Cintra is responsible for the operation and maintenance of the Express Lanes for a period of 50 years. Express Lanes run adjacent to existing general-purpose free lanes, separated by plastic delineators (for more information, check: <https://www.ferrovial.com/en/business/projects/i-77-express-lanes/>).

Delineator's main purpose of these is to prevent toll violators from entering or exiting the Express Lanes without crossing a toll gantry. Toll gantries are used to register every customer's transaction, by reading their license plate or their toll tag, so the corresponding fees can be billed to the users of the Express Lanes.

The current delineator model used on the I-77 Express is City Post GD and they are glued down to the pavement with epoxy resin (the "**Delineators**"). This solution was considered the most convenient when carrying out the I-77 Express improvement project because screwed-on delineators damage the pavement by creating a discontinuity on its surface, being able to easily detach and cause punctures in vehicles tires and others safety problems for road users.

During the conservation works carried out by I-77MP under the Concession Agreement (CA), and in relation to the Delineators, some technical difficulties have arisen in relation to the following actions:

1. Delineators replacement: Concession Agreement requirements in relation to delineators replacement works include "*the replacement of all damaged or missing Delineators when (i) two or more consecutive are missing, (ii) more than 5% of the total Delineators placed along one mile of the road are damaged, and (iii) they are more than 6 inches out of plumb. All Delineators must lack functional defects and be visible to road users.*" During the replacement

works, the I-77MP maintenance team has notice that when removing a Delineator some epoxy resin remains on the surface of the pavement.

2. Delineators cleaning and maintenance: according to the Concession Agreement, Delineators must be in an optimal state of cleanliness to meet the reflectivity requirements. The I-77MP maintenance team has tried to clean them with sprayed cleaning solutions, but dirt does not come out as it depends on its type. This is important to consider, since Delineators are subject to live traffic and roadway maintenance activities, and can present petroleum-related dirt, which is difficult to get rid of.
3. Maintenance during winter season: during the winter season and due to the difficulties caused by frequent snowfall, a specialized company (not I-77MP) is responsible for clearing the Express Lanes using snowplows. These works usually cause deterioration in the Delineators that the I-77MP team must resolve.

Replacement or maintenance works must be performed with rolling closures from 9pm to 6am. The closure must move faster than 3mph and stop up to 15 minutes. During a stop, it takes currently around 3 minutes to replace a delineator. The replacement or maintenance works will always be done on the Express Lane that is further to the left of the road.

3.2. Specific objectives.

- 3.2.1. Comply with the requirements set forth in the Concession Agreement.
- 3.2.2. Solve the difficulties found in the Delineators replacement and maintenance works in the most efficient way.
- 3.2.3. Reduce the cost involved in the replacement and maintenance works of Delineators on I-77 Express.
- 3.2.4. Increase the efficiency of the resources used to solve the existing difficulties in relation to the Delineators.
- 3.2.5. Apply innovative tools and technologies that benefit the transport and mobility infrastructure sector.

3.3. Use cases

To address this Challenge, three use cases have been defined, which will be proposed through the Ennomotive platform, with the aim of optimizing the resolution of the difficulties and problems identified in section 3.1 above.

Use case 1: Delineators replacement

Current situation

During the performance of replacement works, the I-77MP maintenance team has noticed that, when removing a Delineator, some epoxy resin remains on the surface of the pavement. Two possible options have been proposed to avoid this problem, but both have limitations:

- Replacement in the same place: the residual epoxy left on the surface should be completely removed before placing the new delineator. If not, the new delineator won't stick properly and will be easily detached.
- Replacement a few inches away: after removing the previous one, the new delineator will be placed a few centimeters away from the exact position where the old one was. The new one will be installed easier, because there is no need to remove the residual epoxy. The epoxy holes, though, will accumulate all types of debris and dirt, and maintenance team will have to clean them in a recurrent way.

Desired situation

We are looking for a solution that meets the maintenance requirements set forth in the Concession Agreement. The proposed solution:

- Should include a description of the Delineators replacement method and of the necessary equipment.
- Should be compatible with the rolling closure times and limitations explained above (3.1. Background section).

- Should consider that replacement works should only be carried out on the Express Lane that is located to the left of the road.

Use case 2: Delineators cleaning and maintenance

Current situation

The I-77 MP maintenance team has tried to clean Delineators with pulverized cleaning solutions, but they are not completely effective as, due to traffic and road maintenance works, Delineators may present oil-related dirt, which is difficult to get rid of.

As a solution to this problem it has been proposed to paint Delineators instead of cleaning them, but tests have not yet been performed. However, this solution has some limitations: paint could only be applied in summer, within certain temperature ranges, and reflective sheets should be later installed in each Delineator. In any case, Delineators must maintain same performance and reflectivity properties as before being painted.

Desired situation

Submitted solution:

- Should include a description of the cleaning and/or painting method and of the necessary equipment.
- Should be compatible with the rolling closure times and limitations explained above (3.1. Background section).
- Should consider that maintenance works should only be carried out on the Express Lane that is located to the left of the road.

Use case 3: Winter maintenance

Current situation

The use of snowplows and products used to prevent snow and ice from freezing the road usually cause damage to the Delineators, deteriorating the paint or taking them off the pavement on which they are installed.

Desired situation

We are looking for a solution that solves the separation and accidental deterioration of Delineators caused by the operation of snowplows during the winter season maintenance works.

4. Schedule

Phases of the Competition are listed below:

- 1. Application phase:** the application period will be opened from the day the challenge is published on Ennomotive's <https://www.ennomotive.com/>. The entire process will be carried out through the registration platform provided by Ennomotive, which will serve both for the participants to submit their applications and for the jury to carry out the evaluations. The last day to complete applications and to send the required documentation through the platform is **6 weeks** after the publication of the challenge. **Proposals received before or after the dates mentioned above will not be considered.**

The period for the reception of applications is subject to extension by unilateral decision of Ferrovial. The communication of said change to the interested parties will be made through the email address provided in their applications, and to the general public through the usual communication channels of the initiative.

- 2. Evaluation phase**

- a. First round**

The evaluation of the submitted proposals will take place for **3 weeks** starting the date of the participation deadline. The Decision-making Committee will consider the proposals received through the registration platform and select up to **6 pre-finalists**. The organization will notify the pre-finalist participants whether or not they will participate in the Second round in 3 business days after the evaluation period is over.

b. Second round

The participants who submitted the Pre-Finalists Proposals will have a **4-week** period starting the date they receive the notification to deliver the required additional documentation for the Second round. The evaluation of the Second round will be carried out during a period of **2 weeks** once the deadline for receiving such additional information has ended.

3. Announcement of the winner

Once the evaluation period of the Second round is over, in 5 business days the Pre-Finalist proposal which wins the challenge (the **“Winning Proposal”**) will be announced. The Participant who submitted the Winning Proposal (the **“Winner”**) will be personally notified via the contact details they provided and, additionally, FerroviaI would be able to publish the Winning Proposal on the website <https://www.ferrovial.com/> and/or share it on the official media channels.

4. Negotiation phase

The negotiation phase will begin after the winner announcement and will establish all the conditions under which the Winning Proposal could be implemented. After this negotiation, the Winner must sign an agreement that contains the agreed terms and conditions (the **“Agreement”**) to start the implementation phase of the submitted solution.

5. Application process

Participants of the competition (**“Participants”**) shall be considered all those natural or legal persons over 18 years of age with legal capacity to undertake legal obligations and who have formalized the registration of a project through the Ennomotive competition platform, complying with all the data required for this purpose as indicated in these terms and conditions.

5.1. Selection criteria

Who can participate in the Competition?

FerroviaI and Cintra are looking for participants who can solve all or part of the challenge, or any of its use cases. Every participant must comply with the following requirements

- Products, solutions or technologies must solve all or part of the challenge, or any of its use cases, providing a differential value to FerroviaI and Cintra.
- Products, solutions or services must involve a substantial improvement in the methods currently applied at FerroviaI (operations, technology, systems, processes) in relation to the proposed Challenge.
- Products, solutions or technologies may have been developed and implemented successfully in other sectors but must have the ability to be transferred to the mobility infrastructure industry and to the Challenge.
- FerroviaI will consider the ability to provide the necessary technical and human resources to carry out the development of the proposed pilot project, as another one of the points to be considered in the suitability of the solution.
- Participants, if they are freelancers or legal persons, must be up to date with payments and comply with the law. Also, all members of the participating teams must not have any criminal or police records for committing any serious offence and must not have been convicted by a final judgement.
- All proposals and solutions must comply with current regulations on Data Protection corresponding to the country / location chosen by FerroviaI and Cintra for the development of the pilot.
- The data provided by the Participants at the moment of registration must be true. Any participant whose data is false or incorrect will lose any chance to enter the competition.

5.2. Submission of applications

How must the applications be submitted?

The participants interested to participate in the Competition must register and submit their applications through Ennomotive's website: <https://www.ennomotive.com/>

They must fill in the online form on the web and enclose all the required information.

In particular they must provide with the application a PDF document including:

- A description of the solution proposed to the Challenge or any of its use cases, including a summary of the equipment, necessary materials, operations, etc.
- Sketches, designs, plans, models, 3D images, etc.
- Feasibility evidence for the proposed solution (if possible).
- Estimated budget and cost of the necessary works: detailed document with the necessary investment for equipment, number of operators, estimated deadlines, cost of materials, etc.

The projects and solutions submitted must be the exclusive property of the Participant who submits them to the Competition, except for the incorporation of known commercial solutions, as part of the general solution, of which manufacturer and model must be mentioned, and therefore be protected by rights of intellectual property. In the event that the proposal requires the use of industrial property of a third party, the Participant must acquire the corresponding right of access, use or exploitation prior to the presentation of the proposal.

For any questions or queries, Participants may contact the competition organization at the following email address: admin@ennomotive.com

6. Evaluation process

6.1. Evaluation criteria

The proposals submitted through the platform will be evaluated according to the following criteria and in the following order of importance:

1. Safety of the proposed solution.
2. Technical improvement of the Delineators maintenance process (Use cases 2 and 3)
3. Technical improvement of the Delineators replacement operation (Use case 1)
4. Best business case: initial investment (CAPEX) + operational cost (OPEX).
5. Highest degree of automation.
6. Lowest environmental impact (water consumption, chemicals hazards, etc.).

6.2. Evaluation phases

How will the selection of the projects be carried out?

Once the application process has been closed, the evaluation process will begin. Evaluations will take place in two phases: (i) first round, where Pre-Finalist Proposals will be selected, and (ii) second round, where the Winning Proposal will be selected.

The selection process will be carried out by a committee made up of representatives from Ferrovia Innovation Department and the Ferrovia business unit responsible for the Challenge (the "**Decision Committee**"). In this case, the business will be represented by Cintra, the business division dedicated to mobility infrastructure.

The evaluation process is divided into two phases:

6.2.1. First round

A panel of judges will choose a maximum of **6 Pre-finalist Proposals**. This panel will consist of both the Decision Committee and experts in the sector outside Ferrovia. The consideration of the proposals presented, and their evaluation will be carried out during a period of **3 weeks** from the closing of the registration period.

Once the Pre-finalist Proposals have been chosen, the organization will inform the Participants who submitted them to the Competition that they have been selected for the Second round in a period of 3 business days from the end of the evaluation period.

6.2.2. Second round

Once notified, Participants that submitted the Pre-Finalist Proposals will have a **4-week** period to provide additional documentation on the proposal.

Documentation to be provided in the second round by the Participants who submitted the Pre-finalist Proposals ("**Additional Documentation**") must include:

- Detailed design of the process to implement the proposed solution, including specific requirements of equipment and materials.
- Necessary calculations for the solution to be implemented.
- Detailed use case, including approximate costs of the proposed operation.

Participants who submitted the Pre-Finalist Proposals will share a prize of THREE THOUSAND (3,000.-) EUROS as long as they continue participating in the Challenge and they submit the Additional Documentation.

After the deadline for submitting the Additional Documentation, the evaluation of the Pre-Finalist Proposals will be carried out by the Decision Committee during a **2-weeks** period with the objective of selecting the Winning Proposal of the Challenge.

7. Winner notification

The organization will notify the Winner that its proposal has resulted in the Winning Proposal within 5 business days from the end of the Second-round evaluation period.

Ferrovial may proceed to publish the name of the Winner and the Winning Proposal on its website: <https://www.ferrovial.com/> and / or share such information through official communication channels (*Facebook, Twitter, LinkedIn and / or Instagram*).

The Winner will have the opportunity to work with Cintra on the conceptualization of a pilot related to the solution proposed for the Challenge. Additionally, the Winner will receive a prize of TWELVE THOUSAND (12,000.-) EUROS and will maintain the ownership of 30% of the corresponding intellectual property rights, in accordance with the provisions of sections 10 and 11 of these rules.

8. Negotiation phase

Once the Winner is notified, it will begin the negotiation phase in which all the conditions under which the Winning Proposal solution (the "Project") could be implemented will be established. After this negotiation, and in the event that Ferrovial decides to implement the solution, the Winner must sign an agreement that contains the agreed terms and conditions (the "Agreement"), which will be a necessary condition to start implementing the proposed solution.

9. Communications

Those selected for each phase will be notified by email from admin@ennomotive.com. Participants who are not selected will also be informed by e-mail from the same address.

10. Awards

Participants may win a compensation of up to FIFTEEN THOUSAND (15,000.-) EUROS, in accordance with the following:

- Participants submitting the Pre-Finalist Proposals will share among themselves a compensation of THREE THOUSAND (3,000.-) EUROS, which they will receive as long as they present the Additional Documentation during the Second Round.
- The Winner will receive a compensation of TWELVE THOUSAND (12,000.-) EUROS. Additionally, the Winning Proposal could benefit from business development opportunities in the countries in which Ferrovial operates, in the case of participating in the development of a pilot project together with Cintra, with the aim of promoting the possible integration of the

solution into the market. During the months following the selection of the Winner, the possible pilot will be negotiated in accordance with the provisions of section 8, for which the Agreement will be signed.

11. Industrial and Intellectual Property

Legal document on industrial and intellectual property between Ferrovia and the Participants

Any products, platforms, materials, services provided, computer applications, their hardware and software components, source codes, executable codes, specific developments, models, samples, drawings, procedures, documentation, information and any other objects susceptible to protection by Intellectual Property or Industrial (the "**Protectable Elements**"), owned, respectively, by Ferrovia or the participants, together with any other knowledge acquired, either registry or extra-registration, the "**Know-How**" of each of them.

The Know-How acquired before participation in this Program will be considered, for this purpose, as "**Previous Know-How**". Both Ferrovia and Cintra as well as the Participants will maintain, at all times during the development of the Program, the exclusive ownership of their intellectual and industrial property rights over their respective Previous Know-How.

The ownership of each and every one of the submitted projects that are protected or are likely to be protected by the right of industrial and intellectual property, corresponds to the authors and/or owners of the aforementioned projects.

Participants may only use Protectable Elements of a third party if, in advance, they obtain the corresponding right of access, use or exploitation in favor of both the third party and Ferrovia and the companies of its group

Any new Protectable Elements or novel Know-How that are generated or resulting from participation in the Program ("**Resulting Know-How**") will be the exclusive property of each Participant, except for the Resulting Know-How of the winner proposal, that will follow the rules indicated in the following paragraph. Notwithstanding that Ferrovia may propose collaboration agreements with the participants who have contributed ideas or solutions that are of interest, even if they are not selected as winners of the competition, according to what is established in section 13.

The ownership of the Resulting Know-How of the winning proposal will be allocated in the following percentages: 30% will be owned by the Winner and 50% will be owned by Ferrovia. Based on the above, the exercise of the rights corresponding to the Resulting Know-How will be regulated in the Agreement signed during the Negotiation Phase.

In any case, the Winner is bound with Ferrovia to negotiate in good faith the terms to grant Ferrovia rights of access, use or exploitation in relation to those Protectable Elements of its Know-How that are necessary to exploit the technologies used/developed by the winner of the Program, which will be done through a use license without territorial limitation, for the maximum period allowed by law and the power to sublicense the other companies in the group to which Ferrovia belongs.

Any new Protectable Elements or novel Know-How that are generated or resulting from participation in the Program ("**Resulting Know-How**") will be the exclusive property of each participant, notwithstanding that they are bound with Ferrovia to negotiate in good faith the terms to grant Ferrovia rights of access, use or exploitation in relation to those Protectable Elements of its Know-How that are necessary to exploit the technologies used/developed by the winner of the Program, which will be done through a use license without territorial limitation, for the maximum period allowed by law and the power to sublicense the other companies in the group to which Ferrovia belongs.

The participants expressly declare and guarantee that they comply with the applicable legislation in the field of Intellectual and Industrial Property and that their Previous Know-How does not violate the rights of third parties. Likewise, the participants guarantee that they have all the rights, powers and licenses necessary to operate the granting of rights referred to herein, guaranteeing Ferrovia and Cintra the full use and peaceful enjoyment of said rights and the objects on which they fall, being free of any charge or encumbrance for this purpose.

Participants will exempt Ferrovia and Cintra from any liability, damages, losses, costs and expenses derived directly or indirectly from any breach, infringement or alleged breach or infringement in relation to its Know-How and the Protectable Elements of third parties employed in relation to the Program in any country and will immediately reimburse Ferrovia for all amounts paid by it on the occasion of the foregoing. Participants must cover Ferrovia and Cintra against any third-party claim

regarding the infringement, in Spain or in any other country, of Intellectual and/or Industrial Property rights on the Know-How of the participants and the Protectable Elements of third parties employed in the framework of the Program, and they are obliged to carry out whatever is necessary to keep Ferrovial and Cintra out of the way and safe from such claims or lawsuits that could be demanded against it, reaching their full indemnity.

12. Confidentiality

All information and documentation, including, but not limited to, documentation and commercial, financial and technical information, provided by the Participants and by Ferrovial / Cintra under the Program, directly or indirectly, either orally, in writing or by any means, including computer, will be considered confidential information (the “**Confidential Information**”). The Participants and Ferrovial / Cintra are obliged not to reproduce, publish or disseminate the Confidential Information and to use it only in the framework of the activities that are the object of the Program. Participants and Ferrovial / Cintra will take reasonable measures to ensure compliance with the confidentiality obligations established in this clause.

Information that is or has become public domain by any means without breaching the confidentiality obligations established in these terms and conditions will not be considered as confidential.

The Participants and Ferrovial / Cintra undertake to keep a file of the Confidential Information and must keep a record of persons with access to confidential information both inside and outside their organization.

In the event that the Participants or Ferrovial / Cintra are legally obliged to make all or part of the Confidential Information public, they will inform the other party as soon as possible, so that it can take measures to eliminate or reduce the damage. If such damage cannot be avoided or reduced, only the part of the Confidential Information that is sufficient to comply with the legal requirement will be made public.

The participants and Ferrovial / Cintra will be responsible for the damages and losses that derive from the breach of the obligations of confidentiality by the personnel at their service, as well as of any person or entity that they can eventually subcontract to participate in the Program. The duty of confidentiality will remain in force during the five (5) years following the end of the Program.

The participants and Ferrovial / Cintra undertake to inform the people who have access to the confidential information the existence and scope of this obligation of confidentiality assumed by the participation in the Program.

The content of all ideas and projects submitted to this call, and all data and information of any kind provided by the Participants, will be treated as confidential by Ferrovial / Cintra, who undertakes not to use them for purposes other than those arising from this document.

13. Exclusivity and Non-competition

Ferrovial might negotiate collaboration agreements with non-winning Participants but to whom Ferrovial / Cintra expresses desire to jointly develop the solution to the Challenge. From the moment that Cintra / Ferrovial expresses to those Participants their intention to reach a collaboration agreement, said Participants may not inform, or transmit to a third party, the solution presented, nor exploit it commercially with an entity other than Ferrovial during one year. In addition, Participants who are selected as pre-Finalists agree not to collaborate during participation in the Competition with third parties that could be considered as direct or indirect competition of Ferrovial.

14. Privacy Policy

In compliance with the provisions of current legislation on personal data protection, participants in this promotion are informed of the following aspects concerning privacy and data protection.

Who is responsible for the processing of your personal data?

The personal data controller is FERROVIAL CORPORACIÓN, S.A., with fiscal identification number A-85959484 and registered office in c/ Príncipe de Vergara 135, 28002, Madrid (hereinafter THE COMPANY).

THE COMPANY has formally assigned a Personal Data Protection Delegate and has enabled the following communication channel: dpd@ferrovial.com

How do we obtain your personal data?

To respond properly to this question, we must make a distinction between:

a) Personal data sources

- The data provided by the participant within the relationship he has established with THE COMPANY, by participating in this program.
- Data coming from the management, maintenance and development of the established relationship.

b) Types of personal data treated by THE COMPANY.

- Identification and contact data.
- Academic and professional data
- Image

What is the purpose of your personal data treatment?

THE COMPANY processes your personal data for the purposes listed below:

- Management of the program and your participation in it.
- Verifying the absence of fraudulent actions or participations, or the ones contrary to the Terms and Conditions that regulate this program.
- Compliance with the legal and / or fiscal obligations that may correspond to THE COMPANY as the organizer of this program.
- Communication and dissemination of the finalists' event, as well as the winners of the program

Which are the legal grounds for processing of your personal data by THE COMPANY?

The legal grounds for the processing of your data is based on your consent, as well as on the development of the established relationship.

By registering as a participant in the program and accepting the Terms and Conditions, you consent to the processing of your data in relation to the purposes that make it possible to manage your participation in the program carried out by THE COMPANY.

Finally, we inform you that THE COMPANY will also process your data for the fulfilment of legal obligations that it may have as the organizer of the promotion.

What personal information you should provide?

In order to participate and apply as a participant in the program, you will need to provide at least the data marked as mandatory in order to manage your participation in the program. In case you do not provide at least those data, your participation in the program cannot be processed.

In addition, if you are selected as a finalist, we can treat your image in the context of dissemination, retransmission or communication of the event and its outcome.

What you must guarantee when providing your personal data?

When providing your data, you must guarantee that they are true, accurate, complete and up-to-date, and accept responsibility for any direct or indirect damage or harm that may be caused as a result of breach of such obligation.

In addition, by providing us with your data, you guarantee to be over 18 years of age, taking full responsibility for such statement.

To which recipients will your personal data be communicated?

The personal data processed by THE COMPANY for the purposes detailed above may be communicated to the following recipients depending on the legal grounds of the communication:

- Public Organizations and Administrations.

By virtue of the foregoing, the aforementioned data communications seek to guarantee the correct development of the relationship established between the interested party and THE COMPANY, as well as to comply with legal obligations that require the aforementioned communications.

How long will we keep your data?

The personal data will be kept, provided that you have not exercised your right of deletion, during the validity of the program and once it is finished, during the period necessary to comply with the applicable legal obligations.

You can request more information on the terms of personal data retention by THE COMPANY at: dpd@ferrovial.com

How do we protect your personal data?

In response to our concern to ensure the security and confidentiality of your data, we have adopted the security levels required for the protection of personal data and the technical means at your disposal have been installed to prevent loss, misuse, alteration, unauthorized access and theft of the personal data provided.

What are your rights in relation to the treatment we make of your data?

THE COMPANY informs you that you have the right to access your personal data and obtain confirmation on how such data is being treated. Likewise, you have the right to request the rectification of inaccurate data or, where appropriate, request its deletion when, among other reasons, the data is no longer necessary for the purposes that made necessary their collection by THE COMPANY.

In certain circumstances, you may request the limitation of the processing of your data, in which case THE COMPANY will only keep them for the exercise or defense of possible claims.

Likewise, also in certain circumstances, you may object to the processing of your personal data for the purpose reported by THE COMPANY. In that case, THE COMPANY will cease the processing of personal data, unless there are legitimate reasons, or to guarantee the exercise or defense of possible claims.

Finally, you may request the right of portability and obtain for yourself or another service provider certain information derived from the formalized relationship with THE COMPANY.

These rights may be exercised through the following channels:

- In written form to the address: c/Principe de Vergara 135, 28002, Madrid, for the attention of Personal Data Protection Delegate and including the reference "Data Protection".
- dpd@ferrovial.com

In both cases, it is required to prove the identity of the person exercising its rights, by sending a copy of his or her identification document, foreigner identification number (NIE), Passport or equivalent document, including a print or scan of both sides.

THE COMPANY will provide you with the requested information within a maximum period of one month from the receipt of the request. This period may be extended for another two months if necessary, depending on the complexity and number of applications received.

You may withdraw your consent at any time, in the event that consent has been granted for any specific purpose, without affecting the legality of the treatment based on the consent prior to its withdrawal.

You may file a complaint with the competent Data Protection Authority (Spanish Agency for Data Protection, www.aepd.es). However, in the first instance, you can file a claim with the Data Protection Delegate, who will resolve the claim within a maximum period of two months.

15. **Concluding Remarks**

This call may be modified, interrupted and/or cancelled if there are justified circumstances that require it. Ferrovial and Cintra reserve the right to declare all or any of the benefits void if the submitted projects do not meet the expected quality at the discretion of the Decision-making Committee.

This will be made known to the Participants of the Program, through the same means in which its organization was communicated, exempting Ferrovial and Cintra from any obligation or financial compensation with respect to the Participants.

16. **Acceptance of Terms and Conditions**

Participants undertake to accept without reservation both the terms and conditions as well as the agreements and decisions adopted by Ferrovial / Cintra in the framework of the Program, or any resolution that may occur on these conditions. Ferrovial and Cintra reserve the right to modify these terms and conditions including the possibility of cancelling, extending, deferring or modifying them. Any modification will be conveniently announced on the website mentioned in these rules and will be effective as of its publication, exempting Ferrovial and Cintra from any obligation or financial compensation with respect to the participants.

17. **Applicable Law and Jurisdiction**

The application of these rules will be governed by Spanish law and in case of discrepancies in the interpretation or application of this document, the parties undertake to make their best efforts for their friendly settlement. In any case, the parties waive any jurisdiction that may apply to them and expressly submit to the courts and tribunals of the city of Madrid.