

APPENDIX II. Pre-Qualification Guide

In application of article 7 of the Order, those interested in pre-qualifying themselves for the auction must electronically complete the following documentation:

- a) Basic applicant information
- b) Document certifying the powers of the signing person as a proxy.
- c) Non-collusion agreement
- d) Confidentiality agreement

Any interested party who wishes to pre-qualify for the auction must have an access certificate for the auction system with a proxy profile as described in this guide.

As soon as information on the pre-qualification of an interested party is available, the participant will be able to view the status of their pre-qualification file through the auction system.

Those pre-qualified participants shall maintain said status of pre-qualified participant for all auctions held under Royal Decree 960/2020, from November 3, which regulates the economic regime for renewable energies for electricity production facilities. In any case, pre-qualified participants who so wish may renounce their status as pre-qualified participants at any time.

For the purposes of applying these rules, the causes of force majeure shall be those provided for in Article 1.105 of the Civil Code. As an example, the failure of the systems of the auction management entity resulting from any unforeseeable event or which, if it could have been foreseen, would have been unavoidable, shall be considered force majeure.

The auction management entity only assumes responsibility in case of failure in the registration process and/or receipt of bids in cases of fraud or gross negligence. The liability of the auction management entity is also limited to cases of fraud or gross negligence in the following cases:

- Lack of availability of the auction website
- Any alteration in the course of the technical process

In the event of gross negligence, the liability of the auction manager will be limited to compensation for direct damages that are duly proven.

a) Basic applicant information

Basic information for the participant must be completed electronically through the system with access through duly authorized certificates and said information may be modified electronically if desired.

Company name:

- Name/Company Name
- Tax Identification Number
- Address
- Municipality
- Postal Code

Identifying data for the representative person for all procedures related to the auction process:

- Name
- First last name
- Second last name
- Tax Identification Number
- Address
- Municipality
- Postal Code
- Country
- Telephone
- Cell Phone
- Email

I waive my status as a pre-qualified participant

b) Document certifying the powers of the signing person as a proxy

Completed documentation must be submitted electronically through the system with access through duly authorized certificates and said information may be updated electronically if desired.

A valid document shall be understood to be a notarized document that attributes sufficient, current, and valid powers to the proxy to participate in the auction.

A proxy template is attached to this guide as Addendum D that the auction management entity understands to be valid and sufficient.

c) Confidentiality and Non-Collusion Agreement Documents

The participant must complete the confidentiality and non-collusion agreements electronically, the texts of which are included in Addenda B and C of this guide, respectively. Only access certificates with a Proxy profile may perform this action.

Request for an access certificate for the auction system with the company's Proxy profile.

Before starting the pre-qualification process, the participants interested in it must request an access certificate for the auction system with the company's Proxy profile or request the activation of a pre-existing certificate. This certificate must be associated with the individual of the participant who, having sufficient powers, will carry out the actions of requesting access certificates for the auction system for the rest of the people from the organization, if any, and the signature electronic documents for the confidentiality and non-collusion agreement and for complying with the auction rules. This certificate may also be used to carry out the rest of the pre-qualification and qualification procedures that are carried out electronically.

In order to request this certificate, the participant must send the auction management entity the "Access certificate application form for the company's proxy" form included in ADDENDUM A.

Once the supporting document has been received, the auction management entity will proceed to send the access certificate or authorize access with the existing certificate for the person for whom the request has been made.

ADDENDUM A

ACCESS CERTIFICATE APPLICATION FORM FOR THE COMPANY'S PROXY

AUCTIONS FOR THE GRANTING OF THE ECONOMIC REGIME FOR RENEWABLE ENERGY FOR ELECTRICITY PRODUCTION FACILITIES

(Submit duly signed)

..... (*Participant to quality*), entity domiciled in, street, nº, with N.I.F. and in its name and representation Mr./Ms....., with D.N.I./N.I.E by virtue of, (*Agreement of the Board of Directors, powers, power of attorney, or other*) that expressly declares in force and valid and sufficient to sign this document

OR

Mr./Ms. [...], with D.N.I./N.I.E number [...], and domiciled in [...]

REQUESTS (check the appropriate option):

That Mr./Ms.., with D.N.I./N.I.E, be provided a digital access certificate for the system, in a software format

That the digital certificate with code _____ be activated (in the case of already having a certificate issued by OMIE in software format or cryptographic card)

To be able to complete all the actions for electronic communication for the information associated with the pre-qualification and qualification processes and for participation in the auctions for the granting of the economic regime for renewable energy for electrical energy production facilities.

Please send the new access certificate to the following address:

(Participating Entity)

Attention: Mr./Ms.

Email address

for sending the certificate:

Email address

for sending PIN:

In...., on the ofof.....

P.p.

Signed

ADDENDUM B

The following information must be completed electronically through the system:

CONFIDENTIALITY AGREEMENT

Choose one of the two options

Mr./Ms. [...], with D.N.I./N.I.E. number [...], in the name and on behalf of [...], with a registered office in [...], and N.I.F. number [...], (hereinafter, the “Company”) by virtue of powers that it expressly declares to be in force, sufficient, and not revoked.

OR

Mr./Ms. [...], with D.N.I./N.I.E. number [...], and domiciled in [...], (hereinafter, the “Bidder”)

DECLARES

I. I. That the Company/ the Bidder is interested in participating in the auctions for the granting of the economic regime for renewable energy for electrical energy production facilities (hereinafter the “Auctions”) managed by OMEL Diversificación, S.A.U.

II. That the Company/ the Bidder is interested in obtaining information to participate in the Auctions and that, if admitted as a pre-qualified participant within the framework of the procedures which regulate them, shall have access to certain information relating to them.

III. That the admission of the participant in the pre-qualification process and participation in the Auctions itself entails, among others, the obligation to sign a confidentiality agreement.

In view of which the Company/ the Bidder expressly assumes and agrees to comply with the following obligations and commitments:

FIRST.- The Company/ the Bidder agrees to keep confidential information confidential and not to provide or reveal it to third parties, as well as not to use it for any other purpose other than participating in the Auctions and to limit access to it exclusively to those employees who in each case need to have access to it, ensuring that they preserve their confidentiality. The Company/ Bidder will be responsible for compliance with the obligation of confidentiality by its personnel.

For the purposes of this Confidentiality Agreement, “confidential information” shall be understood to be any information disclosed to the Company/ the Bidder, its employees or advisers, or information which the Company/ the Bidder, its employees, or advisers have been able to access regarding the Auctions, whether in writing, orally, in the form of computer programs, or any other form, or by any other means or format, tangible or intangible, currently known or that enables the state of the art in the future due to the proceedings related to said Auctions. In particular, it will be understood that “confidential information” includes any information about the development of the Auctions that the Company has obtained after the corresponding pre-qualification.

For the purposes of this agreement, it shall be understood that those entities that form part of a group of companies in accordance with the terms established in article 42.1 of the Commercial Code are not considered third parties.

However, “confidential information” will not be considered information that:

- a) Was in the public domain at the time it was disclosed to the Company.
- b) After having been disclosed to it, was published or otherwise became public knowledge without the Company/ the Bidder having failed to comply with the confidentiality obligation.
- c) Has been requested by the competent Administrative or Judicial Authorities, in which case, the Company/ the Bidder must communicate such request to the auction management entity prior to the disclosure of the corresponding information.

SECOND.- The advisors of the Company / the Bidder who, due to the nature of their work, must have knowledge of the confidential information must, in turn, sign a confidentiality agreement with the Company/ the Bidder prior to the disclosure or making available of confidential information by the Company / the Bidder so that the confidentiality of the information is preserved and they do not act as a conduit for the transfer of said information.

THIRD.- In case of breach of these confidentiality agreements, the Company shall be obliged to compensate the damages caused.

FOURTH.- This agreement will come into effect as of the date of signature and will remain in force and fully applicable with respect to any of the Auctions where the Company/ the Bidder intends to participate or actually does participate.

In, on the of of

[Name of Legal Representative]

[Company Name]

ADDENDUM C

The following information must be completed electronically through the system:

NON-COLLUSION AGREEMENT

Choose one of the two options

Mr./Ms. [...], with D.N.I./N.I.E. number [...], in the name and on behalf of [...], with a registered office in [...], and N.I.F. number [...], (hereinafter, the “Company”) by virtue of powers that it expressly declares to be in force, sufficient, and not revoked.

Mr.Ms.. [...], with D.N.I./N.I.E. number [...], and domiciled in [...],(hereinafter, the “Bidder”)

DECLARES

- I. That the Company/ the Bidder is interested in participating in auctions for the granting of the economic regime renewable energy for electrical energy production facilities (hereinafter the “Auctions”), managed by OMEL Diversificación, S.A.U.
- II. That the Company/ the Bidder is interested in obtaining information to participate in the Auctions and that, if admitted as a pre-qualified participant within the framework of the procedures which regulate them, they shall have access to certain information relating to them.
- III. That the admission of the participant in the pre-qualification process and participation in the Auctions itself entails, among others, the obligation to sign a non-collusion agreement.

In view of which the Company/ the Bidder expressly assumes and agrees to comply with the following obligations and commitments:

FIRST.- The Company/ the Bidder has not entered into nor will it enter into any agreement of any kind, nor has it made or will make any type of communication, nor has it provided or will provide

information to any competitor either directly or indirectly, privately or publicly, with respect to any aspect related to the Auctions that could affect their development, including, without limitation, the following aspects of the Auctions: (a) participation in the Auctions, (b) the amounts that will be offered, (c) the expected prices of the Auctions or the manner of estimating said price, or (d) the bidding strategies in the Auctions.

For the purposes of this non-collusion agreement, a competitor shall be understood to be any entity with which the Company does not have such a relationship that both could be considered as a single decision unit. For the purposes of this agreement, it will be understood that those entities that are part of a group of companies in accordance with the terms established in article 42.1 of the Commercial Code are not considered competitors.

SECOND.- The advisors of the Company/ the Bidder who, due to the nature of their work, must have knowledge of the information referred to in the previous section must, in turn, sign a confidentiality non-collusion agreement with the Company/ the Bidder, prior to the disclosure or making available of the aforementioned information by the Company/ the Bidder, so that the confidentiality of the information is preserved and they do not act as a conduit for the transfer of said information.

THIRD.- In the event of non-compliance with these commitments, the Company/ the Bidder will be obliged to compensate for the damages caused.

Such conduct may be brought to the attention of the competition authorities for their consideration, to the extent that they could additionally constitute a violation of the legislation in this regard.

FOURTH.- This Commitment will come into effect as of its date of signature and will remain in force and fully applicable with respect to any of the Auctions where the Company/ the Bidder intends to participate or actually does participate.

In, on the of of

[Name of Legal Representative]

[Company Name]

ADDENDUM D

PROXY TEMPLATE FOR A COMPANY TO INDIVIDUAL PERSON/S TO ACT AS THEIR PROXY/PROXIES IN THE AUCTIONS FOR THE GRANTING OF THE ECONOMIC REGIME FOR RENEWABLE ENERGY FOR ENERGY PRODUCTION FACILITIES

(To be formalized by a notarized public document):

“That as it operates, in the representation that it holds, it confers special power, yet as broad and sufficient as is required and necessary in Law, for Mr./Ms. *(Personal information for the proxy)* so that, acting in representation of *(Name of represented company)* to exercise, in the broadest terms, the following

POWERS

Participate in the name and on behalf of *(Name of the represented company)* (hereinafter, the “**Company**”) and represent the Company in auctions called under Royal Decree 960/2020, from November 3, by which the renewable energy economic regime for electrical energy production facilities is regulated (hereinafter, the “**Auctions**”), being able to develop as many actions as are necessary and/or appropriate for this purpose, including, without limitation:

- a) To provide, sign, present, and formalize all the documents necessary for the Company to be recognized as a qualified entity to participate in the Auctions, including, without limitation, the signing of the pre-qualification application and all its addenda, the qualification request and all its addenda, compliance with the rules of operation of the Auctions, confidentiality and non-collusion agreements, as well as to request, present, and grant the guarantees required in accordance with the rules and norms of participation of the Auctions.
- b) To submit the information requested by the auction management entity, the National Markets and Competition Commission, the Secretariat of State for Energy of the Ministry for the Ecological Transition and the Demographic Challenge, as well as any competent authority or entity in connection with the Auctions.

c) To take part in the Auctions and submit bids on behalf of the Company, under the terms it deems appropriate.

d) To sign, provide, and formalize all the documents or instruments, public or private, that are necessary or advisable for participation in the Auctions and ensure the validity, effectiveness, and full execution of the obligations contracted and the offers presented, including providing any supplementary document, or correction or rectification, as well as to carry out any other actions that it deems necessary or appropriate in relation to the participation of the Company in the Auctions.

e) To determine and designate the individuals who will be authorized to present the bids and carry out all those actions and sign all those necessary or advisable documents that the participation of the Company in the Auctions requires.

APPENDIX III. Qualification Guide.

Pre-qualified participants for the auction who intend to participate in the auction system must provide the following information within the period indicated for qualification:

- a) Maximum qualification volume.
- b) Compliance with the rules.
- c) Properly created guarantees
- d) Affidavit document on belonging to a business group.

As soon as the qualification information of an interested party is available, the participant will be able to view the status of their qualification file through the auction system.

In application of Article 7 of the Order, the information on the qualification of the participant referred to in sections a, b, and d mentioned above must be completed electronically through the auction system with access by means duly authorized certificates:

Participants who formalize the guarantee electronically will send it through the auction system.

Once the qualification period is over, the auction manager will notify participants of their qualification by email, to the email addresses indicated in the Pre-Qualification Guide.

Any interested party who wishes to qualify for an auction must be a pre-qualified participant before the end of the qualification period.

No interested party will be able to qualify once the qualification period has ended.

Qualified participants who at the end of the qualification period must correct errors on the information provided, or on the cash income for which proof has been sent and that had not been received in the auction manager's bank account will have the error correction period established in this resolution. If the errors are not rectified before the established deadline, said participants will be considered as not qualified.

In the event that, once the qualification period has ended, causes subsequently arise that could affect participation in the auction in terms of the requirements established for participation in it,

the auction administrator entity may reopen the qualification period to resolve the issue that has arisen, with communication and justification to the supervisory entity.

In order to be able to access the auction system and to be able to electronically complete the requested information, as well as to participate in the auction, the participant must have access certificates to the auction system. For this, you can use the certificate with the Proxy profile obtained in the Pre-Qualification Process or other certificates available to you, provided they have the appropriate profile.

INFORMATION AND DOCUMENTATION TO BE PROVIDED DURING THE QUALIFICATION PROCESS

1. Maximum qualification volume.

The documentation must be completed electronically.

The maximum qualification volume for each participant will be the sum of the maximum qualification volumes declared for each product and its value will only be known by each participant.

The maximum qualification volume for each product is the maximum quantity limit for which it can be bid. The maximum qualification volume per product for which a participant may qualify must not exceed the quantity to be auctioned (quota) of each product established in the call resolution.

The maximum qualification volume for each product must be expressed as a whole number of blocks, each block being equivalent to one kW of product.

Participants who wish to qualify must declare a volume greater than or equal to 100 kW for each product in which they wish to participate. Participants may bid per product at the most their maximum qualification volume for said product, not being binding to bid said volume.

Process for verifying the effective competition of the auction

Once the qualification period is over, the process of verifying the effective competition of the auction will proceed.

In the event that the sum of the maximum qualification volumes declared for each product by all participants does not exceed the minimum ratio between the volume of product to be auctioned and the volume of qualified product, as established by article 8.6 of the Royal Decree 960/2020, from November 3, which regulates the economic regime for renewable energy for electrical energy production facilities, and developed in article 8.2 of the Order, the managing entity will automatically reduce the volume of product to auction up to the value necessary to be satisfied, obtaining a reduced quota of product to be auctioned. Similarly, the minimum reserves established for each product will be proportionally reduced, resulting in reduced minimum reserves for that product.

The values of the quota and reduced minimum reserves will be communicated by the auction management entity to the eligible parties.

In the event that a participant has declared a maximum qualification volume for a product greater than the reduced quota of product to be auctioned at the close of the qualification period, the auction manager shall enable a period coinciding with the error correction period so that those participants who find themselves in this situation can adjust their maximum qualification volume to comply with said restriction.

In the event that a participant, after this volume update period, does not update the qualification volume of the affected product or has done so for a volume higher than that established, the auction management entity will proceed to readjust said qualification volume to the reduced quota of product to be auctioned.

In the event that after the closure of the error correction period, the situation provided for in article 8.2 of the Order once again occurs, the auction management entity shall proceed to automatically reduce the volume of product to be auctioned to the value necessary for it to be satisfied, obtaining a new reduced quota of product to be auctioned. In the event that a participant had declared a maximum qualification volume for a product greater than the new reduced quota of product to be auctioned, the auction manager shall automatically reduce the maximum qualification volume to the new quota of product to be auctioned. Similarly, the minimum reserves established for each product will be proportionally reduced, resulting in reduced minimum reserves for that product.

2. Document confirming acceptance and compliance with the rules of the auction

The documentation, which must be completed electronically, is included in ADDENDUM E of this document. Only access certificates with a Proxy profile can perform this action.

3. Request for access certificates for the auction system

Participants may have up to 6 access certificates for the auction system. There will be three access profiles: the Proxy profile, which includes the Update profile and is the only profile authorized to request access certificates and sign the compliance with the auction rules; the Update profile, authorized to modify the rest of the information and send bids; and the View profile, only authorized to access the information, but not to modify it.

In the event that participants wish to request new access certificates for the auction system, they must complete the electronic form available for this purpose. Once the electronic request for new certificates has been received, the auction management entity will proceed to send the generated certificates to the address indicated by the participant.

In the event that the agent wishes to cancel or modify the access profiles for a certificate, they must do so electronically through the corresponding form. Once the electronic request to perform this action has been received, the auction management entity shall proceed to carry it out, notifying the person identified as the participant's contact of said action.

All requests made regarding access certificates must be made exclusively by an access certificate with a Proxy profile.

The certificates may be used to carry out the tests and test simulations. In order to be able to use the access certificates in the auction, the Participant must access the system and electronically sign the declaration of initial use of the certificates.

4. Participation Guarantees

As part of the auction participation process, pre-qualified participants must provide guarantees.

The management of guarantees for the qualification process will be carried out by the auction management entity.

The guarantees will be issued to and for the benefit of OMEL DIVERSIFICACIÓN, S.A.U.

4.1. Creation and coverage of guarantees

The validity of the guarantees for participation will be at least until the last day of the sixth month after the auction is held.

The guarantee provided will cease to be enforceable in the following cases:

- Completely at the closing date of the qualification process in the event that the pre-qualified participant had not been qualified.
- Completely on the date the auction results are known, as long as the participant has not been awarded any product auctioned in it.
- On the date the auction results are known, for the amount that exceeds the power awarded in the auction.
- On the date of publication in the “Official State Gazette” of the resolution of registration in the electronic registry of the economic regime for renewable energy in a pre-allocation status due to the power of the offers awarded to the participant that has been registered. In the event that a part of the power awarded in the auction has not been registered, the requirement for guarantees of participation in the auction will be maintained corresponding to the awarded power that has not been registered until it has been fulfilled, in accordance with the provisions of Article 26.4.b) from RD 960/2020, from November 3, which regulates the economic regime for renewable energy for electricity production facilities.

The return or cancellation of the guarantee will be carried out no later than the third business day after the date on which it is no longer enforceable, provided that the guarantee formalization instruments allow it, and provided that the participants have communicated the data that allow the return or cancellation. The return or cancellation of guarantees will also be understood to be achieved with the acceptance by the auction management entity of a modification of the previous guarantee by which the guaranteed amount is reduced.

Any qualified participant may request the auction management entity to return or cancel guarantees before the start of the auction. This will be done as long as it does not affect the maximum qualification volume.

4.2. Amount of the auction participation guarantee

Participants who wish to qualify to participate in the auction must indicate the maximum qualification volume as part of this qualification request.

The amount of the guarantee for participation in the auction will be 60 euros for each kW of maximum qualification volume, as established in the Order.

Failure to provide the required guarantees will prevent participants from participating in the auction.

4.3. Formalization of guarantees

The participants in the auction shall provide OMEL DIVERSIFICACIÓN, S.A.U. with sufficient, irrevocable, and enforceable financial guarantees upon the first request.

To this end, participants may formalize their guarantees through the following means:

1. Cash deposit to the following account owned by OMEL DIVERSIFICACIÓN, S.A.U:

OWNER: OMEL DIVERSIFICACIÓN, S.A.U.

I.B.A.N. ES35 0182 2000 25 0201509142

This account is opened by OMEL DIVERSIFICACIÓN, S.A.U. on a deposit basis. It holds the account in the interest of the participants in the auction and the regime established for the management of third-party businesses is applicable to it, without, consequently, the balances that, rarely, may be presented in said account being included for any purpose in the assets of OMEL DIVERSIFICACIÓN, S.A.U.. In relation to such balances, the latter could only order the charges against said account for the returns of cash guarantees or the execution of the same in the cases provided in these rules.

In the event that cash guarantees are provided, it is a necessary condition for their consideration that the participant notifies the auction management entity of the transfer

made. Likewise, the participant shall communicate the account to which they wish the refund to be made, if applicable, once it is no longer required.

Participants may send proof of the deposit made to the address established for this purpose, although they will not be considered a qualified participant until the deposit is received in the account indicated above within the established time.

OMEL DIVERSIFICACIÓN may pass on negative interest or other charges applied by the bank to the participants for the balances of the cash deposits made in said account in proportion to their balance.

In that case, the charges will be deducted from the participant's cash guarantees at the time of their return.

OMEL DIVERSIFICACIÓN will inform participants before the start of the qualification process of the maximum rates and other costs that shall be applied, where applicable, to cash deposits.

2. Joint and several guarantee (preferably in electronic format according to the template in Addendum F or alternatively in physical format according to the template in Addendum G) provided by a Bank or Credit Union based in Spain or a branch in Spain for a non-resident entity, provided it belongs to the EU during the entire period of validity of the guarantee, which does not belong to the group of the guaranteed or secured, for OMEL DIVERSIFICACIÓN, SAU, in which the guarantor or surety recognizes that his obligation to pay by virtue of it is upon the first request, totally abstract, with the guarantor or surety not being able to raise any exception to avoid payment to OMEL DIVERSIFICACIÓN, SAU and, in particular, none arising from the underlying relationships between the guarantor or surety and the guaranteed or secured party.

Modifications to the guarantee text are not allowed.

3. Certificate of joint and several surety insurance (preferably in electronic format according to the model in Addendum H or alternatively in physical format according to the model in Addendum I) provided by an insurance company based in Spain or a branch in Spain for a non-resident entity, provided that it belongs to the EU during the entire period of validity of the guarantee, authorized by the Directorate-General for Insurance and that does not belong to the policyholder group, for the auction management entity, as insured, in which

the insurer recognizes that its payment obligation by virtue of the same is upon the first request, totally abstract, with the insurer not being able to oppose any exception to avoid payment to the auction manager and, in particular, none arising from the underlying relationships between the insurer and the policyholder. More specifically, failure to pay the premium shall not entitle the insurer to terminate the contract, nor will it be terminated, nor will the insurer's coverage be suspended, nor shall the insurer be released from its obligation in the event of non-payment by the policyholder.

Changes to the text of the surety insurance certificate are not allowed.

In the event that the Guarantees are formalized by means of a bank guarantee or surety insurance, the Participant's guarantor or insurer must achieve a minimum credit rating of "Investment Grade" granted by at least one of the following entities: S&P, Moody's, Fitch, or DBRS. In the case of insurance companies, the rating agency A.M. Best will also be considered. The minimum rating required will be BBB if it is granted by S&P, Fitch, or DBRS; Baa3 if it is by Moody's; and B- if it is granted by A.M. Best.

The guarantee in the form of an endorsement or electronic surety insurance certificate will be formalized in pdf format electronically signed by means of an electronic certificate of representation of the guarantor entity. The Auction Manager may establish other additional formats to formalize guarantees electronically.

The electronic signature must be such that it can be validated through the Valid-e application at the following link:

<https://valide.redsara.es/valide/validarFirma/ejecutar.html>

Electronic modifications of physical guarantees and physical modifications of electronic guarantees will not be allowed.

An electronically signed guarantee will be understood as received by the auction administrator once it is received in the auction system. An electronically signed guarantee will be considered valid once it is validated in the auction system by the auction manager.

Acceptance of the cancellation of the electronic guarantee shall occur, for the purposes of the guarantor entity's knowledge, by means of electronic submission by OMEL

DIVERSIFICACIÓN, S.A.U. to the participant in the auction of a document with OMEL DIVERSIFICACIÓN's electronic signature authorizing the cancellation of said guarantee.

If the guarantor or insurer is declared in suspension of payments or bankruptcy, or the administrative authorization for the exercise of its activity has been revoked, or its credit rating is below the minimum required in the previous section, the party obligated to provide the guarantee shall replace said guarantee with another, of the same format or of another of those included in this Rule within seven business days following the date on which the change in the situation of the guarantor or insurer occurs.

In the event of the provision of guarantees by means of a guarantee or surety certificate in physical format, the return, if applicable, once the auction has been held and all the applicable requirements have been fulfilled, will be made to the address of the participant that appears in their qualification data by regular mail.

4.4. Execution of guarantees

Participant guarantees shall be executed by the auction management entity after the publication in the "Official State Gazette" of the resolution of registration in the electronic register of the economic regime for renewable energy in pre-allocation status, without the need for prior requirement by the Directorate-General for Energy Policy and Mines, for the part proportional to the quantity of product that has not been registered in pre-allocation in relation to the quantity of product awarded, in accordance with the provisions of Article 26.4.b) from RD 960/2020, from November 3, which regulates the economic regime for renewable energy for electricity production facilities.

The amount of the guarantees executed, where appropriate, will be considered as income from the electricity system and will be transferred to the body responsible for the settlement of regulated activities in the bank account that it communicates to the auction manager.

The income resulting from the execution of the guarantee must be made within a maximum period of 3 business days from the receipt by the auction management entity of the amount received from the bank, financial institution, or insurance company that has granted the guarantee to the participant.

5. Declaration document on belonging to a business group

The documentation, which must be completed electronically, is included in ADDENDUM J of this document. Only access certificates with a Proxy profile may perform this action.

ADDENDUM E

The following information must be completed electronically through the system:

DOCUMENT CONFIRMING ACCEPTANCE AND COMPLIANCE WITH THE RULES OF THE AUCTION

Mr./Ms., with D.N.I./N.I.E. number....., in the name and on behalf of, with tax identification code (N.I.F.) or equivalent number and registered office in with powers that it expressly declares as valid, in force, and sufficient for signing this document (hereinafter, the “auction participant”).

Mr./Ms., with D.N.I./N.I.E. number....., and domiciled in, (hereinafter, the “Bidder”)

STATES

- I. That article 3.1 of Royal Decree 960/2020, from November 3, which regulates the economic regime for renewable energy electricity production facilities, establishes that the granting of the aforementioned economic regime will be carried out through an auction procedure, and Article 6 of Order TED/1161/2020, from December 4, which regulates the first auction system for the granting of the economic regime for renewable energies and establishes the target calendar for the 2020-2025 period (hereinafter, the "Order"), determines that the detailed specifications and forms to be completed to participate in the auction shall be determined by resolution of the head of the Secretariat of State for Energy.
- II. That the participant in the auction is interested in participating in the auction organized in application of the Order (hereinafter the “auction”).
- III. That the participant in the auction is qualified to participate in the auction and carry out the remaining procedures derived from being awarded.
- IV. That by virtue of the provisions of Article 10 of Royal Decree 960/2020, from November 3, the company OMEL Diversificación, S.A.U. has been designated as the entity responsible for organizing the auction (hereinafter, the “auction management entity”).
- V. That the auction will be governed by the detailed specifications, also called auction rules, approved by the resolution of the head of the Secretariat of State for Energy by

which the first auction is convened for the granting of the economic regime for renewable energies under the provisions of the Order.

VI. That, for these purposes, the Auction Participant expressly complies with the auction rules, for which he/she signs this compliance document, in accordance with the following

SINGLE CLAUSE. - ACCEPTANCE AND COMPLIANCE WITH THE AUCTION RULES

The Participant in the auction declares to know and freely, irrevocably, and unconditionally accept the rules of the auction, approved by resolution of the head of the Secretariat of State for Energy, and commits to comply with them without reservations, restrictions, or conditions.

In particular, and without prejudice to the other obligations that, where appropriate, correspond to the participant in the auction in accordance with the provisions of the applicable regulations, the participant in the auction expressly agrees to:

- a) Accept the results of the auction, in the terms derived from the auction rules.
- b) Recognize and accept the result of the auction procedure.
- c) Send to the auction management entity and to the National Commission of Markets and Competition, in its capacity as a supervisory entity, all the information necessary for the exercise of its functions.
- d) In the event of being awarded a contract after the auction has been held, to pay the cost associated with it directly the auction administrator, for the part proportional to the quantity of product that is awarded, in accordance with the provisions of the auction rules.

In, on the ... of of

Signed -.....

ADDENDUM F

TEMPLATE FOR ELECTRONIC GUARANTEE UPON THE FIRST REQUEST

In, on the of.....of

..... (Financial Institution) with address at, represented in this matter by Mr./Ms. With sufficient powers to do so by virtue of, dated

GUARANTEES

Unconditionally and irrevocably to, for OMEL DIVERSIFICACIÓN S.A.U. for each and every one of the obligations contracted by the Participant derived from their participation in the process established by Order TED/1161/2020, from December 4, which regulates the first auction system for the granting of the economic regime for renewable energy and establishes the target calendar for the 2020-2025 period, convened under the protection of Royal Decree 960/2020, from November 3, which regulates the economic regime for renewable energy for electricity production facilities, establishing(Financial Institution) as a jointly and severally obligated guarantor with the main debtor to pay all the amounts owed by the latter by virtue of non-compliance with any obligations arising from participation in said process, expressly waiving the benefits of excussion and, when applicable, division, and with this guarantee being of an abstract nature, and therefore with the guarantor not being able to oppose any exception to avoid payment, and especially none derived from underlying relationships between the guarantor and the guaranteed party.

The guarantee is established at a maximum amount of euros.

Payment shall be made upon the first request, in such a way that, in the event that OMEL DIVERSIFICACIÓN S.A.U. requires the disbursement from the guarantor, it shall transfer said amounts to the creditor on the next working day following the date of the request for payment.

This guarantee extends its validity until the ... of 20...

Whenever the Guarantor entity is provided with a document with an electronic signature from OMEL DIVERSIFICACIÓN S.A.U. authorizing the cancellation of this guarantee, it will be understood that there are no outstanding liabilities arising from the described guarantee, and therefore it can be canceled.

Spanish legislation shall apply exclusively to the interpretation and execution of the provisions of this document.

..... (Financial Institution) submits to the courts of the city of Madrid, expressly waiving any other jurisdiction that may correspond to it, for the resolution of any dispute that may arise in applying this guarantee.

By (Financial Institution)

ADDENDUM G

TEMPLATE FOR PHYSICAL GUARANTEE UPON FIRST REQUEST

In, on the ofof

..... (Financial Institution) with address at, represented in this matter by Mr./Ms. with sufficient powers to do so by virtue of, dated

GUARANTEES

Unconditionally and irrevocably to, for OMEL DIVERSIFICACIÓN S.A.U. for each and every one of the obligations contracted by the Participant derived from their participation in the process established by Order TED/1161/2020, from December 4, which regulates the first auction system for the granting of the economic regime for renewable energy and establishes the target calendar for the 2020-2025 period, convened under the protection of Royal Decree 960/2020, from November 3, which regulates the economic regime for renewable energy for electricity production facilities, establishing(Financial Institution) as a jointly and severally obligated guarantor with the main debtor to pay all the amounts owed by the latter by virtue of non-compliance with any obligations arising from participation in said process, expressly waiving the benefits of excussion and, when applicable, division, and with this guarantee being of an abstract nature, and therefore with the guarantor not being able to oppose any exception to avoid payment, and especially none derived from underlying relationships between the guarantor and the guaranteed party.

The guarantee is established at a maximum amount of euros.

Payment shall be made upon the first request, in such a way that, in the event that OMEL DIVERSIFICACIÓN S.A.U. requires the disbursement from the guarantor, it shall transfer said amounts to the creditor on the next working day following the date of the request for payment.

This guarantee extends its validity until the ... of 20...

Whenever the Guarantor entity is provided with a document with an electronic signature from OMEL DIVERSIFICACIÓN S.A.U. authorizing the cancellation of this guarantee, it will be understood that there are no outstanding liabilities arising from the described guarantee, and therefore it can be canceled.

Spanish legislation shall apply exclusively to the interpretation and execution of the provisions of this document.

..... (Financial Institution) submits to the courts of the city of Madrid, expressly waiving any other jurisdiction that may correspond to it, for the resolution of any dispute that may arise in applying this guarantee.

By (Financial Institution)

ADDENDUM H

TEMPLATE FOR ELECTRONIC CERTIFICATE OF SURETY INSURANCE

In, on the of of

..... (**Insurance company**) (hereinafter, “the Insurer”), with address at,], duly represented by Mr./Ms. with D.N.I./N.I.E., with sufficient powers to bind him/her in this matter, which he/she expressly declares valid and in force,

INSURES

Unconditionally and irrevocably to, for OMEL DIVERSIFICACIÓN S.A.U. for each and every one of the obligations contracted by derived from their participation in the process established by Order TED/1161/2020, from December 4, which regulates the first auction system for the granting of the economic regime for renewable energy and establishes the target calendar for the 2020-2025 period, convened under the protection of Royal Decree 960/2020, from November 3, which regulates the economic regime for renewable energy for electricity production facilities, establishing (*the Insurer*) as a jointly and severally obligated guarantor with the main debtor to pay all the amounts owed by the latter by virtue of non-compliance with any obligations arising from participation in said process, expressly waiving the benefits of excussion and, when applicable, division, and with this guarantee being of an abstract nature, and therefore with the Insurer not being able to oppose any exception to avoid payment, and especially none derived from underlying relationships between the Insurer and the Policyholder.

The guarantee is established at a maximum amount of euros.

The lack of payment of the premium by the Policyholder, whether a one-time, first, or subsequent payment, shall not entitle the Insurer to terminate the insurance contract, nor shall it be canceled, nor shall the coverage provided suspended, nor shall the Insurer be released from its obligation

in the event that Policyholder must make any payment.

Payment shall be made upon the first request, in such a way that, in the event that OMEL DIVERSIFICACIÓN S.A.U. requires the disbursement from the guarantor, it shall transfer said amounts to the creditor on the next working day following the date of the request for payment.

This surety insurance extends its validity until the ... of 20...

Whenever the Insurer entity is provided with a document with an electronic signature from OMEL DIVERSIFICACIÓN S.A.U. authorizing the cancellation of this guarantee, it will be understood that there are no outstanding liabilities arising from the described guarantee, and therefore it can be canceled.

In the event of a discrepancy, contradiction, inconsistency, or incongruence between the terms and conditions included in this document and the corresponding insurance contract signed between the Insurer and the Policyholder, the provisions of this document will prevail over the provisions of the aforementioned insurance contract.

Spanish legislation shall apply exclusively to the interpretation and execution of the provisions of this document.

The Insurer submits to the courts of the city of Madrid, expressly waiving any other jurisdiction that may correspond to it, for the resolution of any dispute that may arise in applying this guarantee.

On behalf of (***The Insurer***)

P.p.

ADDENDUM I

TEMPLATE FOR PHYSICAL CERTIFICATE OF SURETY INSURANCE

In, on the of of

..... (**Insurance company**) (hereinafter, “the Insurer”), with address at,], duly represented by Mr./Ms. with D.N.I., with sufficient powers to bind him/her in this matter, which he/she expressly declares valid and in force,

INSURES

Unconditionally and irrevocably to, for OMEL DIVERSIFICACIÓN S.A.U. for each and every one of the obligations contracted by, derived from their participation in the process established by Order TED/1161/2020, from December 4, which regulates the first auction system for the granting of the economic regime for renewable energy and establishes the target calendar for the 2020-2025 period, convened under the protection of Royal Decree 960/2020, from November 3, which regulates the economic regime for renewable energy for electricity production facilities, establishing (*the Insurer*) as a jointly and severally obligated guarantor with the main debtor to pay all the amounts owed by the latter by virtue of non-compliance with any obligations arising from participation in said process, expressly waiving the benefits of excussion and, when applicable, division, and with this guarantee being of an abstract nature, and therefore with the Insurer not being able to oppose any exception to avoid payment, and especially none derived from underlying relationships between the Insurer and the Policyholder.

The guarantee is established at a maximum amount of euros.

The lack of payment of the premium by the Policyholder, whether a one-time, first, or subsequent

payment, shall not entitle the Insurer to terminate the insurance contract, nor shall it be canceled, nor shall the coverage provided suspended, nor shall the Insurer be released from its obligation in the event that Policyholder must make any payment.

Payment shall be made upon the first request, in such a way that, in the event that OMEL DIVERSIFICACIÓN S.A.U. requires the disbursement from the guarantor, it shall transfer said amounts to the creditor on the next working day following the date of the request for payment.

This surety insurance extends its validity until the ... of 20...

Whenever the Insurer has this document in its possession, it will be understood that there are no outstanding liabilities arising from the described guarantee, and therefore it can be canceled.

In the event of a discrepancy, contradiction, inconsistency, or incongruence between the terms and conditions included in this document and the corresponding insurance contract signed between the Insurer and the Policyholder, the provisions of this document will prevail over the provisions of the aforementioned insurance contract.

Spanish legislation shall apply exclusively to the interpretation and execution of the provisions of this document.

The Insurer submits to the courts of the city of Madrid, expressly waiving any other jurisdiction that may correspond to it, for the resolution of any dispute that may arise in applying this guarantee.

On behalf of (***The Insurer***)

P.p.

ADDENDUM J

DECLARATION ON BELONGING TO A BUSINESS GROUP

(ARTICLE 42.1 FROM THE COMMERCE CODE)

Mr./Ms. of legal age, representing, regarding their participation in the auction for the granting of the economic regime for renewable energy facilities (hereinafter, the "Auction")

DECLARES

That the company he/she represents:

- Does not belong to any business group.
- Belongs to a Group of companies:.....

In, on theof of 20.....

Signed

D.N.I./N.I.E. number