



redeia

El valor de lo esencial

POLICY FOR PERFORMANCE GUARANTEES IN FAVOUR OF REDEIA

APPROVED: PROCUREMENT COMMITTEE
REFERENCE: P. GUARANTEES
EDITION: 4/ 12.02.2024

1 INTRODUCTION

On 4 September 2014, the first edition of the Policy for Performance Bank Guarantees in favour of Red Eléctrica S.A.U. was implemented. Said policy established, as a principle change, the requirement that all purchase orders exceeding €100,000 be guaranteed, be it through a Performance Bank Guarantee or by exercising retainage on invoice.

Taking into consideration the suggestions and concerns of our suppliers, we have proceeded to modify the Policy for performance bank guarantees in favour of Red Eléctrica S.A.U. said policy, resulting in the second edition (21 March 2016). The main change is done on the basis for calculating the amount of the Global Performance Bank Guarantee. Said basis goes from being the Total Annual Amount of Orders Issued (ITAPE) to be the Total Annual Amount of Certifications Issued (ITACE). Thus, the amount of the Global Performance Bank Guarantee better reflects the actual activity of suppliers in the period of reference.

This 3rd Edition extends the scope of application of the Global Performance Bank Guarantee to all companies of which Red Eléctrica Group consists, except for those incorporated abroad Spain and from Hispasat, S.A., and their subsidiary companies (hereinafter, "RE"). Therefore, this Global Performance Bank Guarantee in favour of RE shall govern the contracting of all works, equipment and/or goods and/or services which any of the companies perform under a contract or purchase order.

The treatment of the period of validity of Bank Guarantees is clarified.

In edition 4, the possibility of accepting guarantees from financial entities has been expanded and not only from banking entities as was the previous situation, provided that these entities are expressly legally authorized to grant guarantees and meet the requirement of recognized solvency in the sector, which acceptance by the contracting company of Redeia is conditional on the solvency of the financial or banking entity. Furthermore, in this edition the entire document has been adapted to the new corporate names of Redeia companies.

2 TYPES OF PERFORMANCE GUARANTEES AND APPLICABLE REGIME

The type of Performance Guarantee a supplier shall provide Redeia in year "a" shall depend on the Total **Annual Amount of Certifications Issued (ITACE)** allotted by Redeia to the supplier in the year "a-1" as follows:

- A) Suppliers with ITACE \geq €500,000 during the previous year "a-1" may submit a Global Performance Guarantee (the model applicable to each RE contracting company is included in Annex I), taking into consideration the following circumstances:
1. A period of four (4) months in the year, duly informed to each supplier enough in advance, will be established for the supplier to deliver to RE's contracting company the Global Performance Guarantee. If following that period the supplier has not delivered the Global Performance Guarantee, section B) below will be applicable to the supplier.
 2. It shall be in the amount of 10% of ITACE for said year "a-1" and, in any case equal to or exceeding €50,000.
 3. It shall be valid for a period of twenty-four (24) months from the date is awarded.
 4. It shall guarantee:
 - Fulfilment of all the obligations undertaken by the supplier by virtue of the contract or purchase order entered into by RE's contracting company during the twenty-four (24) months before the date the guarantee is awarded, regarding works, equipment and/or goods and/or services pending to start, in execution or under warranty.
 - Fulfilment of all the obligations undertaken by the supplier by virtue of the contract or purchase order entered into by RE's contracting company during the twenty-four (24) months

subsequent to the date the guarantee is awarded, regarding works, equipment and/or goods and/or services.

5. If, following the validity period of the Global Performance Guarantee, the supplier continues to comply with the criterion demanded to be able to opt for this regime (ITACE \geq €500,000 during the previous year “a-1”), the supplier may renew the guarantee by delivering a new Global Performance Guarantee under the same coverage criteria and validity provided in section A).

For such purpose, the supplier must deliver to RE’s contracting company, within a period not longer than thirty (30) days and not shorter than fifteen (15) days before the termination of the validity of the Global Performance Guarantee in force, the new Global Performance Guarantee. If the supplier failed to renew the Global Performance Guarantee in the manner and times set herein, the supplier shall become subject to the conditions specified in section B below

6. After the validity term of the Global Performance Guarantee, if the supplier does not meet the criteria required to opt for this regime (ITACE \geq €500,000 for the year prior to “a-1”), the supplier shall become subject to the conditions specified in section B) below.

B) Suppliers that do not meet the conditions set in section A) above, as well as those suppliers that, complying with them, do not deliver or renew the Global Performance Guarantee, must provide an Individual Performance Guarantee per contract or purchase order equal to or exceeding €100,000 (the model applicable to each RE contracting company is included in Annex II), taking into consideration the following circumstances:

1. It must be delivered, at the latest, together with the first supplier's invoice (or with the next invoice issued by the supplier, for contracts and purchase orders in force).
2. The amount will be at least 10% of the contract or purchase order to which it is linked.
3. It shall be valid for the life of the contract or order, including its guarantee period, and up to thirty (30) working days after the maturity date of the guarantee period linked to the works included in the purchase order.
4. Must guarantee fulfilment of all the obligations undertaken by the supplier by virtue of the contract or purchase order entered into by RE’s contracting company and the supplier

In the event that said Guarantee is not delivered by the supplier by the deadline established in subsection 1 above, the supplier accepts that the contracting company RE proceed to withhold 10%, as a guarantee deposit, of the amounts of the first (and subsequent invoices related to said contract or purchase order in force) or subsequent invoices linked to the contracts or purchase orders that have not been guaranteed by means of Individual Performance Guarantee, including those related to modifications due to price reviews or other circumstances that may affect it.

C) **For all other purchase orders with amounts less than €100,000, apart from exceptions, no guarantee deposit will be required.**

Notwithstanding the provisions in sections A), B) and C) above, RE’s contracting company may exceptionally and at its sole discretion:

- Request Individual Performance Guarantees or apply, previously informing the supplier, withholdings on Invoice for new contracts or purchase orders that initially would not be covered by the Global Performance Guarantee in force, when the amount, the relevance or criticality so requires.

- Request Individual Performance Guarantees or apply, previously informing the supplier, withholdings on Invoice for certain contracts or purchase orders whose amount does not exceed €100,000 when it is required by its level of relevance or criticality.
- Determine, with particular terms and conditions governing contracting with a certain type of suppliers, a minimum amount higher than those provided for in sections B) and C) above, from which it is compulsory to provide guarantees.

Whatever the amount of the guarantee formalised, it shall be returned, after making the pertinent deductions from the same, as follows:

- In case of Performance Guarantees, these shall be returned within thirty (30) workingdays following the end of its term and shall be understood to have expired when they are returned.
- In case of withholdings on invoices, these will be released within the thirty (30) working days following the end of the guarantee period applicable to the specific contract or purchase order.

3 ANNUAL REVISION OF ITACE

Red Eléctrica Group shall revise annually, or if deemed necessary, more often, the ITACE of all its suppliers in such a way that:

- If the ITACE **increases**:
 1. Suppliers without a Global Performance Guarantee that comply with the criterion set in section II. A) above (ITACE \geq €500,000 during the previous year “a-1”) may provide and deliver a new Global Performance Guarantee to RE’s contracting company, in the manner and under the terms provided in this section II.A) above.
 2. Suppliers with a Global Performance Guarantee in force shall replace it with a new one totaling 10% of the ITACE of the “a-1” year, in case that, after the corresponding review, it is found to exceed by 40% the ITACE used for the calculation of the global amount of the Performance Guarantee in force
- If the ITACE **decreases**:
 1. Suppliers that, at the time the Global Performance Guarantee expires, comply with the conditions specified in section II. A) above (ITACE \geq €500,000 during the previous year “a-1”) may renew the guarantee by delivering a new Global Performance Guarantee under the same coverage criteria and term provided in this section A).
 2. Suppliers that, at the time the Global Performance Guarantee expires, do not comply with the conditions specified in section II. A) above (ITACE \geq €500,000 during the previous year “a-1”) shall be subject to section II. B).
 3. Suppliers with a valid Global Performance Guarantee who do not have contracts or purchase orders currently to guarantee shall be subject to section II.B).

ANNEX I: GLOBAL PERFORMANCE GUARANTEE MODEL

The **GUARANTOR**, (*Name of financial entity*), whose registered office is at (*address of financial entity*), with Tax Identification Number (C.I.F.) [•], and on its behalf and representation Mr./Ms.[•], bestowed with sufficient powers to be bound by this act, granted through public deed by the Notary Mr./Ms. [•], of the Bar Association of [•], on [•] and filed under number [•] of said Notary's record.

GUARANTEES

The guarantor unconditionally and irrevocably, jointly and severally guarantees, with the express waiver of the benefit of division, order and excussion, to (**Name of the endorsed supplier**) before **REDEIA CORPORACIÓN, S.A.**, whose registered office is at Paseo Conde de los Gaitanes 177, Alcobendas (Madrid -Spain), with Tax Identification Number (C.I.F.): A-78003662, up to the amount of [•] euros ([•] €) guaranteeing due fulfilment of:

- (i) All obligations undertaken in the contracts/purchase orders with REDEIA CORPORACIÓN, S.A., during the twenty-four (24) months preceding the date of issuance of this Guarantee, regarding works, equipment and/or goods and/or services pending to start, are in progress or under warranty, and
- (ii) All obligations undertaken in the contracts/purchase orders entered with REDEIA CORPORACIÓN, S.A. during the 24 months subsequent to the date of issuance of this Guarantee, regarding works, equipment and/or goods and/or services pending to start, are in progress or under warranty;

The validity of this performance guarantee shall be twenty-four (24) months from date of its issuance and shall be returned within thirty (30) working days following the end of its validity and shall be deemed to have expired when it is returned.

In view of the above, (*Name of financial entity*) undertakes to pay REDEIA CORPORACIÓN, S.A., upon first request and without any delay, the requested amount, at any time as of this date, up to the maximum amount above stated, upon simple written request signed by a person with enough powers to do so. REDEIA CORPORACIÓN, S.A., is authorized, at any time from this date to request execution of this performance guarantee, in whole or in part in successive times, without it being necessary to deliver the original of this performance guarantee. Should a partial execution occur, the performance guarantee shall remain in force under the same conditions for the remainder of the guarantee.

Waiving any other jurisdiction to which it may be entitled, the guarantor expressly submits itself to the jurisdiction and competence of the tribunals of Madrid (Spain) for the settlement of any doubts, issues, disputes or incidents that may arise, directly or indirectly, regarding the fulfilment or breach of the obligations set out herein.

This performance guarantee has been registered, on this same date, in the Spanish Special Register of Guarantees with number [•].

In [•], on [•]

Signed:

*AUTHORISED ENTITIES

Any Spanish or foreign financial entity expressly legally authorized to grant guarantees and of recognized standing in the sector with a permanent branch office in Spain.

The acceptance of this Guarantee by Redeia Corporación S.A. is conditional on the solvency of the guarantor financial entity.

ANNEX II: INDIVIDUAL PERFORMANCE GUARANTEE MODEL

The **GUARANTOR**, (*Name of financial entity*), whose registered office is at (*address of financial entity*), with Tax Identification Number (C.I.F.) [**•**], and on its behalf and representation Mr./Ms. [**•**], bestowed with sufficient powers to enter into this act, granted through public deed by the Notary Mr./Ms [**•**], of the Bar Association of [**•**], on [**•**], and filed under number [**•**] of said Notary's record.

GUARANTEES

The guarantor unconditionally and irrevocably, jointly and severally guarantees, with the express waiver of the benefit of division, order and excussion, to (*Name of the endorsed supplier*) before **REDEIA CORPORACIÓN, S.A.**, whose registered office is at Paseo del Conde de los Gaitanes, nº 177 en Alcobendas (Madrid -Spain), with Tax Identification Number C.I.F. A-78003662, up to the amount of [**•**] euros ([**•**] €) guaranteeing due fulfilment of all the obligations undertaken by (*Name of the endorsed supplier*) by virtue of the contract/purchase order [**•**] dated [**•**] and reference number [**•**], signed/accepted by both parties.

In view of the above, (*Name of financial entity*) undertakes to pay REDEIA CORPORACIÓN, S.A., upon first request and without any delay, the requested amount, at any time as of this date, up to the maximum amount above stated, upon simple written request signed by a person with enough powers to do so.

REDEIA CORPORACIÓN, S.A. is authorized, at any time from this date to request execution of this performance guarantee, in whole or in part in successive times, without it being necessary to deliver the original of this performance guarantee. Should a partial execution occur, the performance guarantee shall remain in force under the same conditions for the remainder of the guarantee.

The validity of the performance guarantee herein shall be extended until [**•**]/[**•**]/[**•**], date which is thirty (30) days after the date on which the guarantee period provided in the contract/purchase order expires, and shall be deemed to have expired when it is returned.

Waiving any other jurisdiction to which it may be entitled, the guarantor expressly submits itself to the jurisdiction and competence of the tribunals of Madrid (Spain) for the settlement of any doubts, issues, disputes or incidents that may arise, directly or indirectly, regarding the fulfilment or breach of the obligations set out herein.

This performance guarantee has been registered, on this same date, in the Spanish Special Register of Guarantees with number [**•**].

In [**•**], on [**•**] de [**•**]/[**•**]/[**•**].

Signed:

*AUTHORISED ENTITIES

Any Spanish or foreign financial entity expressly legally authorized to grant guarantees and of recognized standing in the sector with a permanent branch office in Spain.

The acceptance of this Guarantee by Redeia Corporación S.A. is conditional on the solvency of the guarantor financial entity.

ANNEX I: GLOBAL PERFORMANCE GUARANTEE MODEL

The **GUARANTOR**, (*Name of financial entity*), whose registered office is at (*address of financial entity*), with Tax Identification Number (C.I.F.) [**•**], and on its behalf and representation Mr./Ms. [**•**], bestowed with sufficient powers to be bound by this act, granted through public deed by the Notary Mr./Ms. [**•**], of the Bar Association of [**•**], on [**•**] and filed under number [**•**] of said Notary's record.

GUARANTEES

The guarantor unconditionally and irrevocably, jointly and severally guarantees, with the express waiver of the benefit of division, order and excussion, to (*Name of the endorsed supplier*) before **RED ELÉCTRICA DE ESPAÑA, S.A.U.**, whose registered office is at Paseo Conde de los Gaitanes 177, Alcobendas (Madrid - Spain), with Tax Identification Number (C.I.F.): A85309219, up to the amount of [**•**] Euros([**•**] €), guaranteeing due fulfilment of:

(i) All obligations undertaken in the contracts/purchase orders with RED ELÉCTRICA DE ESPAÑA, S.A.U. during the twenty-four (24) months preceding the date of issuance of this Guarantee, regarding works, equipment and/or goods and/or services pending to start, are in progress or under warranty, and

(ii) All obligations undertaken in the contracts/purchase orders entered into with RED ELÉCTRICA DE ESPAÑA, S.A.U. during the twenty-four (24) months subsequent to the date of issuance of this Guarantee, regarding works, equipment and/or goods and/or services pending to start, are in progress or under warranty;

The validity of this performance guarantee shall be twenty-four (24) months from date of its issuance and shall be returned within thirty (30) working days following the end of its validity and shall be deemed to have expired when it is returned.

In view of the above, (*Name of financial entity*) undertakes to pay RED ELÉCTRICA DE ESPAÑA, S.A.U., upon first request and without any delay, the requested amount, at any time as of this date, up to the maximum amount above stated, upon simple written request signed by a person with enough power to do so.

RED ELÉCTRICA DE ESPAÑA, S.A.U. is authorized, at any time from this date to request execution of this performance guarantee, in whole or in part in successive times, without it being necessary to deliver the original of this performance guarantee. Should a partial execution occur, the performance guarantee shall remain in force under the same conditions for the remainder of the guarantee.

Waiving any other jurisdiction to which it may be entitled, the guarantor expressly submits itself to the jurisdiction and competence of the tribunals of Madrid (Spain) for the settlement of any doubts, issues, disputes or incidents that may arise, directly or indirectly, regarding the fulfilment or breach of the obligations set out herein.

This performance guarantee has been registered, on this same date, in the Spanish Special Register of Guarantees with number [**•**].

In [**•**], on [**•**].

Signed:

* AUTHORIZED ENTITIES

Any Spanish or foreign financial entity expressly legally authorized to grant guarantees and of recognized standing in the sector with a permanent branch office in Spain.

The acceptance of this Guarantee by Red Eléctrica de España S.A.U. is conditional on the solvency of the guarantor financial entity.

ANNEX II: INDIVIDUAL PERFORMANCE GUARANTEE MODEL

The **GUARANTOR**, (*Name of financial entity*), whose registered office is at (*address of financial entity*), with Tax Identification Number (C.I.F.) [•], and on its behalf and representation Mr./Ms. [•], bestowed with sufficient powers to enter into this act, granted through public deed by the Notary Mr./Ms [•], of the Bar Association of [•], on [•], and filed under number [•] of said Notary's record.

GUARANTEES

The guarantor unconditionally and irrevocably, jointly and severally guarantees, with the express waiver of the benefit of division, order and excussion, to (Name of the endorsed supplier) before **RED ELÉCTRICA DE ESPAÑA, S.A.U.**, whose registered office is at Paseo Conde de los Gaitanes 177, Alcobendas (Madrid - Spain), with Tax Identification Number (C.I.F.): A- 85309219, up to the amount of [•] Euros ([•] €), guaranteeing the faithful fulfilment of all the obligations undertaken by (*Name of the endorsed supplier*) by virtue of the contract/purchase order [•] dated [•] and reference number [•], signed/accepted by both parties.

In view of the above, (*Name of financial entity*) undertakes to pay RED ELÉCTRICA DE ESPAÑA, S.A.U., upon first request and without any delay, the requested amount, at any time as of this date, up to the maximum amount above stated, upon simple written request signed by a person with enough powers to do so.

RED ELÉCTRICA DE ESPAÑA, S.A.U. is authorized, at any time from this date to request execution of this performance guarantee, in whole or in part in successive times, without it being necessary to deliver the original of this performance guarantee. Should a partial execution occur, the performance guarantee shall remain in force under the same conditions for the remainder of the guarantee.

The validity of the performance guarantee herein shall be extended until [•]/[•]/[•], date which is thirty (30) days after the date on which the guarantee period provided in the contract/ purchase order expires, and shall be deemed to have expired when it is returned.

Waiving any other jurisdiction to which it may be entitled, the guarantor expressly submits itself to the jurisdiction and competence of the tribunals of Madrid (Spain) for the settlement of any doubts, issues, disputes or incidents that may arise, directly or indirectly, regarding the fulfilment or breach of the obligations set out herein. This performance guarantee has been registered, on this same date, in the Spanish Special Register of Guarantees with number [•].

In [•], on [•].

Signed:

* AUTHORIZED ENTITIES

Any Spanish or foreign financial entity expressly legally authorized to grant guarantees and of recognized standing in the sector with a permanent branch office in Spain.

The acceptance of this Guarantee by Red Eléctrica de España S.A.U. is conditional on the solvency of the guarantor financial entity.

ANNEX I: GLOBAL PERFORMANCE GUARANTEE MODEL

The **GUARANTOR**, (*Name of financial entity*), whose registered office is at (*address of financial entity*), with Tax Identification Number (C.I.F.) [•], and on its behalf and representation Mr./Ms. [•], bestowed with sufficient powers to be bound by this act, granted through public deed by the Notary Mr./Ms. [•], of the Bar Association of [•], on [•] and filed under number [•] of said Notary's record.

GUARANTEES

The guarantor unconditionally and irrevocably, jointly and severally guarantees, with the express waiver of the benefit of division, order and excussion, to (*Name of the endorsed supplier*) before **RED ELÉCTRICA INFRAESTRUCTURAS EN CANARIAS, S.A.U.**, whose registered office is at Juan de Quesada, nº 9 in Las Palmas, with Tax Identification Number (C.I.F.): A-76234822, up to the amount of [•] Euros ([•] €), guaranteeing due fulfilment of:

- (i) All obligations undertaken in the contracts/purchase orders with RED ELÉCTRICA INFRAESTRUCTURAS EN CANARIAS, S.A.U., during the twenty- four (24) months preceding the date of issuance of this Guarantee, regarding works, equipment and/or goods and/or services pending to start, are in progress or under warranty, and
- (ii) All obligations undertaken in the contracts/purchase orders entered with RED ELÉCTRICA INFRAESTRUCTURAS EN CANARIAS, S.A.U. during the 24 months subsequent to the date of issuance of this Guarantee, regarding works, equipment and/or goods and/or services pending to start, are in progress or under warranty;

The validity of this performance guarantee shall be twenty-four (24) months from date of its issuance and shall be returned within thirty (30) working days following the end of its validity and shall be deemed to have expired when it is returned.

In view of the above, (*Name of financial entity*) undertakes to pay RED ELÉCTRICA INFRAESTRUCTURAS EN CANARIAS, S.A.U., upon first request and without any delay, the requested amount, at any time as of this date, up to the maximum amount above stated, upon simple written request signed by a person with enough powers to do so.

RED ELÉCTRICA INFRAESTRUCTURAS EN CANARIAS, S.A.U. is authorized, at any time from this date to request execution of this performance guarantee, in whole or in part in successive times, without it being necessary to deliver the original of this performance guarantee. Should a partial execution occur, the performance guarantee shall remain in force under the same conditions for the remainder of the guarantee.

Waiving any other jurisdiction to which it may be entitled, the guarantor expressly submits itself to the jurisdiction and competence of the tribunals of Madrid (Spain) for the settlement of any doubts, issues, disputes or incidents that may arise, directly or indirectly, regarding the fulfilment or breach of the obligations set out herein.

This performance guarantee has been registered, on this same date, in the Spanish Special Register of Guarantees with number [•].

In [•], on [•]

Signed:

* AUTHORISED ENTITIES

Any Spanish or foreign financial entity expressly legally authorized to grant guarantees and of recognized standing in the sector with a permanent branch office in Spain.

The acceptance of this Guarantee by Red Eléctrica Infraestructuras en Canarias, S.A.U. is conditional on the solvency of the guarantor financial entity.

ANNEX II: INDIVIDUAL PERFORMANCE GUARANTEE MODEL

The **GUARANTOR**, (*Name of financial entity*), whose registered office is at (*address of financial entity*), with Tax Identification Number (C.I.F.) [•], and on its behalf and representation Mr./Ms. [•], bestowed with sufficient powers to enter into this act, granted through public deed by the Notary Mr./Ms [•], of the Bar Association of [•], on [•], and filed under number [•] of said Notary's record.

GUARANTEES

The guarantor unconditionally and irrevocably, jointly and severally guarantees, with the express waiver of the benefit of division, order and excussion, to (Name of the endorsed supplier) before **RED ELÉCTRICA INFRAESTRUCTURAS EN CANARIAS, S.A.U.**, whose registered office is at Juan de Quesada, nº 9 in Las Palmas, with Tax Identification Number (C.I.F.): A-76234822, up to the amount of [•]_Euros ([•] €), guaranteeing due fulfilment of all the obligations undertaken by (Name of the endorsed supplier) by virtue of the contract/purchase order [•] dated [•] and reference number[•] signed/accepted by both parties.

In view of the above, (*Name of financial entity*) undertakes to pay RED ELÉCTRICA INFRAESTRUCTURAS EN CANARIAS, S.A.U., upon first request and without any delay, the requested amount, at any time as of this date, up to the maximum amount above stated, upon simple written request signed by a person with enough powers to do so.

RED ELÉCTRICA INFRAESTRUCTURAS EN CANARIAS, S.A.U. is authorized, at any time from this date to request execution of this performance guarantee, in whole or in part in successive times, without it being necessary to deliver the original of this performance guarantee. Should a partial execution occur, the performance guarantee shall remain in force under the same conditions for the remainder of the guarantee.

The validity of the performance guarantee herein shall be extended until [•]/[•]/[•], date which is thirty (30) days after the date on which the guarantee period provided in the contract/ purchase order expires, and shall be deemed to have expired when it is returned.

Waiving any other jurisdiction to which it may be entitled, the guarantor expressly submits itself to the jurisdiction and competence of the tribunals of Madrid (Spain) for the settlement of any doubts, issues, disputes or incidents that may arise, directly or indirectly, regarding the fulfilment or breach of the obligations set out herein.

This performance guarantee has been registered, on this same date, in the Spanish Special Register of Guarantees with number [•].

In [•], on [•].

Signed:

* AUTHORISED ENTITIES

Any Spanish or foreign financial entity expressly legally authorized to grant guarantees and of recognized standing in the sector with a permanent branch office in Spain.

The acceptance of this Guarantee by Red Eléctrica Infraestructuras en Canarias S.A.U. is conditional on the solvency of the guarantor financial entity.

ANNEX I: GLOBAL PERFORMANCE GUARANTEE MODEL

The **GUARANTOR**, (*Name of financial entity*), whose registered office is at (*address of financial entity*), with Tax Identification Number (C.I.F.) [•], and on its behalf and representation Mr./Ms. [•], bestowed with sufficient powers to enter into this act, granted through public deed by the Notary Mr./Ms [•], of the Bar Association of [•], on [•], and filed under number [•] of said Notary's record.

GUARANTEES

The guarantor unconditionally and irrevocably, jointly and severally guarantees, with the express waiver of the benefit of division, order and excussion, to (*Name of the endorsed supplier*) before **REDEIA INFRAESTRUCTURAS DE TELECOMUNICACIÓN, S.A.**, whose registered office is at Anabel Segura, nº 11 en Alcobendas, with Tax Identification Number (C.I.F.): A- 87323127, up [•] to the amount of [•]Euros ([•] €), guaranteeing due fulfilment of:

- (i) All obligations undertaken in the contracts/purchase orders with REDEIA INFRAESTRUCTURAS DE TELECOMUNICACIÓN, S.A., during the twenty-four 24 months preceding the date of issuance of this Guarantee, regarding works, equipment and/or goods and/or services pending to start, are in progress or under warranty, and
- (ii) All obligations undertaken in the contracts/purchase orders entered with REDEIA INFRAESTRUCTURAS DE TELECOMUNICACIÓN, S.A. during the 24 months subsequent to the date of issuance of this Guarantee, regarding works, equipment and/or goods and/or services pending to start, are in progress or under warranty;

The validity of this performance guarantee shall be twenty-four (24) months from date of its issuance and shall be returned within thirty (30) working days following the end of its validity and shall be deemed to have expired when it is returned.

In view of the above, (*Name of financial entity*) undertakes to pay REDEIA INFRAESTRUCTURAS DE TELECOMUNICACIÓN, S.A., upon first request and without any delay, the requested amount, at any time as of this date, up to the maximum amount above stated, upon simple written request signed by a person with enough powers to do so.

REDEIA INFRAESTRUCTURAS DE TELECOMUNICACIÓN, S.A. is authorized, at any time from this date to request execution of this performance guarantee, in whole or in part in successive times, without it being necessary to deliver the original of this performance guarantee. Should a partial execution occur, the performance guarantee shall remain in force under the same conditions for the remainder of the guarantee.

Waiving any other jurisdiction to which it may be entitled, the guarantor expressly submits itself to the jurisdiction and competence of the tribunals of Madrid (Spain) for the settlement of any doubts, issues, disputes or incidents that may arise, directly or indirectly, regarding the fulfilment or breach of the obligations set out herein.

This performance guarantee has been registered, on this same date, in the Spanish Special Register of Guarantees with number [•].

In [•], on [•].

Signed:

* AUTHORISED ENTITIES

Any Spanish or foreign financial entity expressly legally authorized to grant guarantees and of recognized standing in the sector with a permanent branch office in Spain.

The acceptance of this Guarantee by Redeia Infraestructuras de Telecomunicación S.A. is conditional on the solvency of the guarantor financial entity.

ANNEX II: INDIVIDUAL PERFORMANCE GUARANTEE MODEL

The **GUARANTOR**, (Name of financial entity), whose registered office is at (address of financial entity), with Tax Identification Number (C.I.F.) [•], and on its behalf and representation Mr./Ms. [•], bestowed with sufficient powers to enter into this act, granted through public deed by the Notary Mr./Ms [•], of the Bar Association of [•], on [•], and filed under number [•] of said Notary's record.

GUARANTEES

The guarantor unconditionally and irrevocably, jointly and severally guarantees, with the express waiver of the

benefit of division, order and excussion, to (Name of the endorsed supplier) before **REDEIA INFRAESTRUCTURAS DE TELECOMUNICACIÓN, S.A.**, whose registered office is at Anabel Segura, nº 11 en Alcobendas, with Tax Identification Number (C.I.F.): A- 87323127, up to the amount of [•] Euros ([•] €), guaranteeing due fulfilment of all the obligations undertaken by (Name of the endorsed supplier) by virtue of the contract/purchase order [•] dated [•] and reference number [•] signed/accepted by both parties.

In view of the above, (Name of financial entity) undertakes to pay REDEIA INFRAESTRUCTURAS DE TELECOMUNICACIÓN, S.A., upon first request and without any delay, the requested amount, at any time as of this date, up to the maximum amount above stated, upon simple written request signed by a person with enough powers to do so.

REDEIA INFRAESTRUCTURAS DE TELECOMUNICACIÓN, S.A. is authorized, at any time from this date to request execution of this performance guarantee, in whole or in part in successive times, without it being necessary to deliver the original of this performance guarantee. Should a partial execution occur, the performance guarantee shall remain in force under the same conditions for the remainder of the guarantee.

The validity of the performance guarantee herein shall be extended until [•]/[•]/[•], date which is thirty (30) days after the date on which the guarantee period provided in the contract/ purchase order expires, and shall be deemed to have expired when it is returned.

Waiving any other jurisdiction to which it may be entitled, the guarantor expressly submits itself to the jurisdiction and competence of the tribunals of Madrid (Spain) for the settlement of any doubts, issues, disputes or incidents that may arise, directly or indirectly, regarding the fulfilment or breach of the obligations set out herein.

This performance guarantee has been registered, on this same date, in the Spanish Special Register of Guarantees with number [•].

In [•], on [•]

Signed:

* AUTHORISED ENTITIES

Any Spanish or foreign financial entity expressly legally authorized to grant guarantees and of recognized standing in the sector with a permanent branch office in Spain.

The acceptance of this Guarantee by Redeia Infraestructuras de Telecomunicación S.A. is conditional on the solvency of the guarantor financial entity.

ANNEX I: GLOBAL PERFORMANCE GUARANTEE MODEL

The **GUARANTOR**, (*Name of financial entity*), whose registered office is at (*address of financial entity*), with Tax Identification Number (C.I.F.) [•], and on its behalf and representation Mr./Ms. [•], bestowed with sufficient powers to enter into this act, granted through public deed by the Notary Mr./Ms [•], of the Bar Association of [•], on [•], and filed under number [•] of said Notary's record.

GUARANTEES

The guarantor unconditionally and irrevocably, jointly and severally guarantees, with the express waiver of the benefit of division, order and excussion, to (Name of the endorsed supplier) before **ELEWIT, S.A.U.**, whose registered office is at Paseo del Conde de los Gaitanes, nº 177 en Alcobendas, with Tax Identification Number (C.I.F.): A-88409990, up [•] to the amount of [•] Euros ([•] €), guaranteeing due fulfilment of:

- (i) All obligations undertaken in the contracts/purchase orders with ELEWIT, S.A.U. during the twenty-four 24 months preceding the date of issuance of this Guarantee, regarding works, equipment and/or goods and/or services pending to start, are in progress or under warranty, and
- (ii) All obligations undertaken in the contracts/purchase orders entered with ELEWIT, S.A.U. during the 24 months subsequent to the date of issuance of this Guarantee, regarding works, equipment and/or goods and/or services pending to start, are in progress or under warranty;

The validity of this performance guarantee shall be twenty-four (24) months from date of its issuance and shall be returned within thirty (30) working days following the end of its validity and shall be deemed to have expired when it is returned.

In view of the above, (*Name of financial entity*) undertakes to pay ELEWIT, S.A.U., upon first request and without any delay, the requested amount, at any time as of this date, up to the maximum amount above stated, upon simple written request signed by a person with enough powers to do so.

ELEWIT, S.A.U. is authorized, at any time from this date to request execution of this performance guarantee, in whole or in part in successive times, without it being necessary to deliver the original of this performance guarantee. Should a partial execution occur, the performance guarantee shall remain in force under the same conditions for the remainder of the guarantee.

Waiving any other jurisdiction to which it may be entitled, the guarantor expressly submits itself to the jurisdiction and competence of the tribunals of Madrid (Spain) for the settlement of any doubts, issues, disputes or incidents that may arise, directly or indirectly, regarding the fulfilment or breach of the obligations set out herein.

This performance guarantee has been registered, on this same date, in the Spanish Special Register of Guarantees with number [•].

In [•], on [•].

Signed:

* * AUTHORISED ENTITIES

Any Spanish or foreign financial entity expressly legally authorized to grant guarantees and of recognized standing in the sector with a permanent branch office in Spain. The acceptance of this Guarantee by ELEWIT, S.A.U. is conditional on the solvency of the guarantor financial entity.

ANNEX II: INDIVIDUAL PERFORMANCE GUARANTEE MODEL

The **GUARANTOR**, *(Name of financial entity)*, whose registered office is at *(address of financial entity)*, with Tax Identification Number (C.I.F.) [•], and on its behalf and representation Mr./Ms. [•], bestowed with sufficient powers to enter into this act, granted through public deed by the Notary Mr./Ms [•], of the Bar Association of [•], on [•], and filed under number [•] of said Notary's record.

GUARANTEES

The guarantor unconditionally and irrevocably, jointly and severally guarantees, with the express waiver of the benefit of division, order and excussion, to *(Name of the endorsed supplier)* before **ELEWIT, S.A.U.**, whose registered office is at Paseo del Conde de los Gaitanes, nº 177 en Alcobendas, with Tax Identification Number (C.I.F.): A-88409990, up to the amount of [•] Euros ([•] €), guaranteeing due fulfilment of all the obligations undertaken by *(Name of the endorsed supplier)* by virtue of the contract/purchase order [•] dated [•] and reference number[•] signed/accepted by both parties.

In view of the above, *(Name of financial entity)* undertakes to pay ELEWIT, S.A.U., upon first request and without any delay, the requested amount, at any time as of this date, up to the maximum amount above stated, upon simple written request signed by a person with enough powers to do so.

ELEWIT, S.A.U. is authorized, at any time from this date to request execution of this performance guarantee, in whole or in part in successive times, without it being necessary to deliver the original of this performance guarantee. Should a partial execution occur, the performance guarantee shall remain in force under the same conditions for the remainder of the guarantee.

The validity of the performance guarantee herein shall be extended until [•]/[•]/[•], date which is thirty (30) days after the date on which the guarantee period provided in the contract/ purchase order expires, and shall be deemed to have expired when it is returned.

Waiving any other jurisdiction to which it may be entitled, the guarantor expressly submits itself to the jurisdiction and competence of the tribunals of Madrid (Spain) for the settlement of any doubts, issues, disputes or incidents that may arise, directly or indirectly, regarding the fulfilment or breach of the obligations set out herein.

This performance guarantee has been registered, on this same date, in the Spanish Special Register of Guarantees with number [•].

In [•], on [•].

Signed:

* AUTHORIZED ENTITIES

Any Spanish or foreign financial entity expressly legally authorized to grant guarantees and of recognized standing in the sector with a permanent branch office in Spain.

The acceptance of this Guarantee by ELEWIT, S.A.U. is conditional on the solvency of the guarantor financial entity.

ANNEX I: GLOBAL PERFORMANCE GUARANTEE MODEL

The **GUARANTOR**, (*Name of financial entity*), whose registered office is at (*address of financial entity*), with Tax Identification Number (C.I.F.) [•], and on its behalf and representation Mr./Ms. [•], bestowed with sufficient powers to enter into this act, granted through public deed by the Notary Mr./Ms [•], of the Bar Association of [•], on [•], and filed under number [•] of said Notary's record.

GUARANTEES

The guarantor unconditionally and irrevocably, jointly and severally guarantees, with the express waiver of the benefit of division, order and excussion, to (Name of the endorsed supplier) before **RED ELÉCTRICA INTERNACIONAL, S.A.U.**, whose registered office is at Paseo del Conde de los Gaitanes, nº 177 en Alcobendas, with Tax Identification Number (C.I.F.): A-82852906, up [•] to the amount of [•] Euros ([•] €), guaranteeing due fulfilment of:

- (i) All obligations undertaken in the contracts/purchase orders with RED ELÉCTRICA INTERNACIONAL, S.A.U. during the twenty-four (24) months preceding the date of issuance of this Guarantee, regarding works, equipment and/or goods and/or services pending to start, are in progress or under warranty, and
- (ii) All obligations undertaken in the contracts/purchase orders entered with RED ELÉCTRICA INTERNACIONAL, S.A.U. during the 24 months subsequent to the date of issuance of this Guarantee, regarding works, equipment and/or goods and/or services pending to start, are in progress or under warranty;

The validity of this performance guarantee shall be twenty-four (24) months from date of its issuance and shall be returned within thirty (30) working days following the end of its validity and shall be deemed to have expired when it is returned.

In view of the above, (*Name of financial entity*) undertakes to pay RED ELÉCTRICA INTERNACIONAL, S.A.U., upon first request and without any delay, the requested amount, at any time as of this date, up to the 14ecogni amount above stated, upon simple written request signed by a person with enough powers to do so.

RED ELÉCTRICA INTERNACIONAL, S.A.U. is authorized, at any time from this date to request execution of this performance guarantee, in whole or in part in successive times, without it being necessary to deliver the original of this performance guarantee. Should a partial execution occur, the performance guarantee shall remain in force under the same conditions for the remainder of the guarantee.

Waiving any other jurisdiction to which it may be entitled, the guarantor expressly submits itself to the jurisdiction and competence of the tribunals of Madrid (Spain) for the settlement of any doubts, issues, disputes or incidents that may arise, directly or indirectly, regarding the fulfilment or breach of the obligations set out herein.

This performance guarantee has been registered, on this same date, in the Spanish Special Register of Guarantees with number [•].

In [•], on [•].

Signed:

* AUTHORISED ENTITIES

Any Spanish or foreign financial entity expressly legally authorized to grant guarantees and of recognized standing in the sector with a permanent branch office in Spain.

The acceptance of this Guarantee by Red Eléctrica Internacional S.A.U. is conditional on the solvency of the guarantor financial entity.

ANNEX II: INDIVIDUAL PERFORMANCE GUARANTEE MODEL

The **GUARANTOR**, (*Name of financial entity*), whose registered office is at (*address of financial entity*), with Tax Identification Number (C.I.F.) [•], and on its behalf and representation Mr./Ms. [•], bestowed with sufficient powers to enter into this act, granted through public deed by the Notary Mr./Ms [•], of the Bar Association of [•], on [•], and filed under number [•] of said Notary's record.

GUARANTEES

The guarantor unconditionally and irrevocably, jointly and severally guarantees, with the express waiver of the benefit of division, order and excussion, to (Name of the endorsed supplier) before **RED ELÉCTRICA INTERNACIONAL, S.A.U.**, whose registered office is at Paseo del Conde de los Gaitanes, nº 177 en Alcobendas, with Tax Identification Number (C.I.F.): A-82852906, up to the amount of [•]_Euros ([•] €), guaranteeing due fulfilment of all the obligations undertaken by (Name of the endorsed supplier) by virtue of the contract/purchase order [•] dated [•] and reference number[•] signed/accepted by both parties.

In view of the above, (*Name of financial entity*) undertakes to pay RED ELÉCTRICA INTERNACIONAL, S.A.U., upon first request and without any delay, the requested amount, at any time as of this date, up to the maximum amount above stated, upon simple written request signed by a person with enough powers to do so.

RED ELÉCTRICA INTERNACIONAL, S.A.U. is authorized, at any time from this date to request execution of this performance guarantee, in whole or in part in successive times, without it being necessary to deliver the original of this performance guarantee. Should a partial execution occur, the performance guarantee shall remain in force under the same conditions for the remainder of the guarantee.

The validity of the performance guarantee herein shall be extended until [•]/[•]/[•], date which is thirty (30) days after the date on which the guarantee period provided in the contract/ purchase order expires, and shall be deemed to have expired when it is returned.

Waiving any other jurisdiction to which it may be entitled, the guarantor expressly submits itself to the jurisdiction and competence of the tribunals of Madrid (Spain) for the settlement of any doubts, issues, disputes or incidents that may arise, directly or indirectly, regarding the fulfilment or breach of the obligations set out herein.

This performance guarantee has been registered, on this same date, in the Spanish Special Register of Guarantees with number [•].

In [•], on [•].

Signed:

* AUTHORISED ENTITIES

Any Spanish or foreign financial entity expressly legally authorized to grant guarantees and of recognized standing in the sector with a permanent branch office in Spain.

The acceptance of this Guarantee by Red Eléctrica Internacional S.A.U. is conditional on the solvency of the guarantor financial entity.

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