



## GUARANTEE POLICY IN FAVOUR OF REDEIA

APPROVED: PROCUREMENT COMMITTEE  
FRAMEWORK: GUARANTEE POLICY

VERSION: 5/10.12.2024

## 1 TYPES OF GUARANTEES AND APPLICABLE SCOPE

The type of guarantee that a supplier will provide to the Redeia contracting company in year 'a' will depend on the **Total Annual Amount of Issued Certificates (*Importe Total Anual de Certificaciones Emitidas - ITACE*)** by the Redeia contracting company to the supplier in year 'a-1', differentiating the following cases:

- A) Suppliers with **ITACE  $\geq$  €500,000 during the previous year 'a-1'** may provide a **Global Guarantee** (the model, for each Redeia contracting company, is included as **Annex I**), taking the following into account:
1. A period of four (4) months per year will be established, which will be promptly communicated to each supplier with sufficient notice, so that the supplier may deliver the Global Guarantee to the Redeia contracting company. If the supplier does not deliver the Global Guarantee within this period, point B) below shall apply.
  2. The amount will be 10% of the ITACE of year 'a-1', and in any case, equal to or greater than €50,000.
  3. It must be valid for twenty-four (24) months from the date of granting.
  4. It must guarantee:
    - The faithful fulfilment of all obligations assumed by the supplier in contracts or orders formalised with the Redeia contracting company during the twenty-four (24) months prior to the date of granting of the guarantee, regarding works, equipment and/or materials and/or services pending commencement, in progress or within the guarantee period.
    - The faithful fulfilment of all obligations that the supplier enters into in contracts or orders formalised with the Redeia contracting company during the next twenty-four (24) months following the granting of the guarantee, regarding works, equipment and/or materials and/or services.
  5. If, after the validity period of the Global Guarantee, the supplier continues to meet the criteria to opt for this regime (ITACE  $\geq$  €500,000 during the previous year 'a-1'), the guarantee may be renewed by delivering a new Global Guarantee, under the same coverage and validity conditions as set forth in this section A).
- For this purpose, the supplier must deliver the new Global Guarantee to the Redeia contracting company within a period no longer than thirty (30) days nor less than fifteen (15) days prior to the expiration of the current Global Guarantee. If the supplier does not renew the Global Guarantee in the manner and within the deadlines established, point B) below shall apply.
6. If, at the end of the validity of the Global Guarantee, the supplier no longer meets the criteria to opt for this regime (ITACE  $\geq$  €500,000 during the previous year 'a-1'), the supplier will be subject to point B) below.
- B) Suppliers not meeting the above conditions or those not delivering or renewing the Global Guarantee must provide an Individual Guarantee or Surety Insurance\* to guarantee each contract or order with an amount equal to or greater than €100,000 (models for each Redeia contracting company are included as Annex II and Annex III), considering the following:

\*Surety Insurance: admitted for each contract or order with an amount equal to or greater than €100,000 up to €1,000,000.

1. It must be provided at the beginning of the work or with the first invoice issued by the supplier (or with the next invoice in the case of ongoing contracts or orders that now meet the conditions of section B, whichever occurs first).
2. The amount shall be at least 10% of the value of the contract or order for Individual Guarantees, and 100% for Surety Insurance. For orders with a duration exceeding 1 year, a guarantee for 10% of the annualised outstanding amount may be required for each year of validity. In any case, the minimum annualised guarantee amount will be €10,000.
3. It must be valid for the entire life of the contract or order, including its guarantee period, and up to thirty (30) business days after the expiration date of the guarantee period as specified in the contract or order.
4. It must guarantee the faithful fulfilment of all obligations assumed by the supplier in the specific contract or order formalised between the Redeia contracting company and the supplier.

If the supplier does not provide the necessary Individual Guarantees or Surety Insurance by the deadline mentioned above, the supplier agrees that the Redeia contracting company may withhold, as a security deposit, 10% of the first (or next, in the case of ongoing contracts or orders) and subsequent invoices linked to contracts or orders not covered by an Individual Guarantee or Surety Insurance, including invoices for price review modifications or others.

- C) **For contracts and orders under €100,000**, no guarantee shall generally be required, except in specific cases.

Notwithstanding the provisions set out in sections A), B), and C), the Redeia contracting company may exceptionally and at its sole discretion:

- Require Individual Guarantees or Surety Insurance, or, upon prior notice to the supplier, apply retentions to invoices for new contracts or orders that would otherwise be covered by the current Global Guarantee, when their amount, importance, or criticality so requires.
- Require Individual Guarantees or Surety Insurance, or, upon prior notice to the supplier, apply retentions to invoices for certain contracts or orders under €100,000 when their importance or criticality so requires (e.g., awards by one or more group companies greater than €100,000 articulated in several orders under this amount).
- Establish, through specific terms and conditions governing contracts with a certain type of suppliers, a higher minimum amount than those provided in B) and C) above, from which the provision of guarantees becomes mandatory.

Any guarantee provided will be returned or cancelled, after any applicable deductions, as follows:

- If the supply entails a temporary guarantee, the guarantee or retention will be returned 13 months after completion of the work.
- If not, the guarantee or retention will be returned 1 month after completion of the work.

In both cases, the guarantee expires when it is returned.

- In the case of Surety Insurance, it will be cancelled in accordance with the procedures applicable to the insurer.

## 2 ANNUAL REVISION OF ITACE

Redeia shall revise the ITACE of each of its suppliers on an annual, or if deemed necessary, more frequent basis, in such a way that:

- If its ITACE **increases**:
  1. A supplier without a Global Guarantee who meets the criteria in II. A) above (ITACE  $\geq$  €500,000 during the previous year 'a-1'), may provide a Global Guarantee and deliver it to the Redeia contracting company, in the manner and within the deadlines set out in section II.A) above.
  2. A supplier with a current Global Guarantee must replace it with a new one for 10% of the ITACE of year 'a-1' if, after review, the ITACE is found to exceed the amount used for the current Global Guarantee by 40%.
- If its ITACE **decreases**:
  1. A supplier with a Global Guarantee who, at the end of its validity period, meets the conditions in II. A) above (ITACE  $\geq$  €500,000 during the previous year 'a-1'), the guarantee may be renewed through provision of a new Global Guarantee, under the same coverage and validity criteria set out in this section A).
  2. A supplier with a Global Guarantee who, at the end of its validity period, does not meet the conditions in II. A) above (ITACE  $\geq$  €500,000 during the previous year 'a-1'), will be subject to the provisions set out in II. B).
  3. A supplier with a current Global Guarantee but without contracts or orders to guarantee will be subject to the provisions set out in II.B).

## APPENDIX I: GLOBAL GUARANTEE MODEL

(*Name of financial entity*), with registered offices at (*address of financial entity*), C.I.F. (Tax ID) [•], and represented by Mr/Ms [•], duly empowered for this act, by virtue of a public deed executed before the Notary of the Illustrious College of [•], Mr/Ms [•], on [•] of [•] [year], protocol number [•].

### GUARANTEES

Unconditionally and irrevocably, in an abstract manner, jointly and severally, expressly waiving the benefits of division, order and excussion, to (*Name of guaranteed supplier*) in favour of **REDEIA CORPORACIÓN, S.A.**, with registered offices at Paseo del Conde de los Gaitanes, no. 177 in Alcobendas, C.I.F. A-78003662, up to the sum of [•] euros ([•] €) guaranteeing the due and faithful fulfilment of:

- (i) All obligations undertaken in contracts or orders formalised with REDEIA CORPORACIÓN, S.A., during the twenty-four (24) months prior to the date of granting of this guarantee, regarding works, equipment and/or materials and/or services pending commencement, in progress or under guarantee period.
- (ii) All obligations undertaken in contracts or orders formalised with REDEIA CORPORACIÓN, S.A., during the next twenty-four (24) months following the granting of this guarantee, regarding works, equipment and/or materials and/or services.

The validity of this guarantee shall be twenty-four (24) months from the date of its granting and it shall be returned within thirty (30) business days following the end of its validity, at which time it shall be deemed expired.

Accordingly, (*Name of financial entity*) undertakes to pay REDEIA CORPORACIÓN, S.A., upon first demand and without possibility of delay, the amount requested, at any time from the date hereof, up to the maximum amount indicated above, by means of a simple written request signed by a person duly authorised for this purpose.

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

Waiving any other jurisdiction to which it might otherwise be entitled, the guarantor expressly submits itself to the jurisdiction and competence of the courts 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 guarantee has been registered, as of this date, in the Spanish Special Register of Guarantees (*Registro Especial de Avaluos*) under number [•].

In [•], on [•] of [•] [year].

Signed:

#### \*AUTHORISED ENTITIES

Any Spanish or foreign financial entity expressly authorised by law to issue guarantees, of recognised solvency in the sector, and with a permanent establishment in Spain.

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

## APPENDIX II: INDIVIDUAL GUARANTEE MODEL

(*Name of financial entity*), with registered offices at (*address of financial entity*), C.I.F. (Tax ID) [•], and represented by Mr/Ms [•], duly empowered for this act, by virtue of a public deed executed before the Notary of the Illustrious College of [•], Mr/Ms [•], on [•] of [•] [year], protocol number [•].

### GUARANTEES

Unconditionally and irrevocably, in an abstract manner, jointly and severally, expressly waiving the benefits of division, order and excussion, to (*Name of guaranteed supplier*) in favour of **REDEIA CORPORACIÓN, S.A.**, with registered offices at Paseo del Conde de los Gaitanes, no. 177 in Alcobendas, C.I.F. (Tax ID) A-78003662, up to the sum of [•] euros ([•] €) guaranteeing the due and faithful fulfilment of all obligations undertaken by (*Name of guaranteed supplier*) under the contract/order of [•] dated [•] and reference no. [•], duly signed or accepted by both parties.

Accordingly, (*Name of financial entity*) undertakes to pay REDEIA CORPORACIÓN, S.A., upon first demand and without possibility of delay, the amount requested, at any time from the date hereof, up to the maximum amount indicated above, by means of a simple written request signed by a person duly authorised for this purpose.

REDEIA CORPORACIÓN, S.A. is authorised, at any time from this date to request the execution of this guarantee, in whole or in part in successive steps, without no need to deliver the original of this guarantee. Should a partial execution occur, the guarantee shall remain in force under the same conditions for the outstanding balance.

The validity of this guarantee shall be extended until [•]/[•]/[•], a date corresponding to thirty (30) business days after the expiry date of the guarantee period provided for in the contract/order, and it shall be deemed expired at the moment it is returned.

Waiving any other jurisdiction to which it might otherwise be entitled, the guarantor expressly submits itself to the jurisdiction and competence of the courts 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 guarantee has been registered, as of this date, in the Spanish Special Register of Guarantees (*Registro Especial de Avaluos*) under number [•].

In [•], on [•] of [•] [year].

Signed:

#### \*AUTHORISED ENTITIES

Any Spanish or foreign financial entity expressly authorised by law to issue guarantees, of recognised solvency in the sector, and with a permanent establishment in Spain.

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

## APPENDIX III: INDIVIDUAL SURETY INSURANCE MODEL

(*Name of insurance company*), with registered offices at (*address of insurance company*), C.I.F. (Tax ID) [•], and represented by Mr/Ms [•], duly empowered for this act, by virtue of a public deed executed before the Notary of the Illustrious College of [•], Mr/Ms [•], on [•] of [•] [year], protocol number [•].

### INSURES

Unconditionally and irrevocably, jointly and severally, expressly waiving the benefits of division, order and excussion, to (*Name of insured supplier*) in favour of **REDEIA CORPORACIÓN, S.A.**, with registered offices at Paseo del Conde de los Gaitanes, no. 177 in Alcobendas, C.I.F. (Tax ID) A-78003662, up to the sum of [•] euros ([•] €) guaranteeing the due and faithful fulfilment of all obligations undertaken by (*Name of guaranteed supplier*) under the contract/order of [•] dated [•] and reference no. [•], duly signed or accepted by both parties.

Accordingly, (*Name of insurance company*) undertakes to pay REDEIA CORPORACIÓN, S.A., upon first demand and without possibility of delay, the amount requested, at any time from the date hereof, up to the maximum amount indicated above, by means of a simple written request signed by a person duly authorised for this purpose.

RED ELÉCTRICA REDEIA ESPAÑA, S.A.U. is authorised, at any time from this date to request execution of this surety insurance, in whole or in part in successive steps, without no need to deliver the original of this surety insurance. Should a partial execution occur, the guarantee shall remain in force under the same conditions for the outstanding balance.

The validity of this surety insurance shall be extended until [•]/[•]/[•], a date corresponding to thirty (30) business days after the expiry date of the guarantee period provided for in the contract/order, and it shall be deemed expired at the moment it is returned.

Waiving any other jurisdiction to which it might otherwise be entitled, the insurer expressly submits itself to the jurisdiction and competence of the courts 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.

In [•], on [•] of [•] [year].

Signed:

#### \*AUTHORISED ENTITIES

Any Spanish or foreign insurance company with registered offices or a permanent establishment in Spain and of recognised solvency in the sector.

Acceptance of this Surety Insurance by Redeia Corporación S.A. is conditional on the solvency of the insurer.



## APPENDIX I: GLOBAL GUARANTEE MODEL

(*Name of financial entity*), with registered offices at (*address of financial entity*), C.I.F. (Tax ID) [•], and represented by Mr/Ms [•], duly empowered for this act, by virtue of a public deed executed before the Notary of the Illustrious College of [•], Mr/Ms [•], on [•] of [•] [year], protocol number [•].

### GUARANTEES

Unconditionally and irrevocably, in an abstract manner, jointly and severally, expressly waiving the benefits of division, order and excussion, to (*Name of guaranteed supplier*) in favour of **RED ELÉCTRICA DE ESPAÑA, S.A.U.**, with registered offices at Paseo del Conde de los Gaitanes, no. 177 in Alcobendas, C.I.F. (Tax ID) A-85309219, up to the sum of [•] euros ([•] €) guaranteeing the due and faithful fulfilment of:

- (i) All obligations undertaken in contracts or orders formalised with RED ELÉCTRICA DE ESPAÑA, S.A.U., during the twenty-four (24) months prior to the date of granting of this guarantee, regarding works, equipment and/or materials and/or services pending commencement, in progress or under guarantee period.
- (ii) All obligations undertaken in contracts or orders formalised with RED ELÉCTRICA DE ESPAÑA, S.A.U., during the next twenty-four (24) months following the granting of this guarantee, regarding works, equipment and/or materials and/or services.

The validity of this guarantee shall be twenty-four (24) months from the date of its granting and it shall be returned within thirty (30) business days following the end of its validity, at which time it shall be deemed expired.

Accordingly, (*Name of financial entity*) undertakes to pay RED ELÉCTRICA DE ESPAÑA, S.A.U., upon first demand and without possibility of delay, the amount requested, at any time from the date hereof, up to the maximum amount indicated above, by means of a simple written request signed by a person duly authorised for this purpose.

RED ELÉCTRICA DE ESPAÑA, S.A.U. is authorised, at any time from this date to request execution of this guarantee, in whole or in part in successive steps, with no need to deliver the original of this guarantee. Should a partial execution occur, the guarantee shall remain in force under the same conditions for the outstanding balance.

Waiving any other jurisdiction to which it might otherwise be entitled, the guarantor expressly submits itself to the jurisdiction and competence of the courts 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 very day, in the Spanish Special Register of Guarantees (*Registro Especial de Avaluos*) with number [•].

In [•], on [•] of [•] [year].

Signed:

#### \*AUTHORISED ENTITIES

Any Spanish or foreign financial entity expressly authorised by law to issue guarantees, of recognised solvency in the sector, and with a permanent establishment in Spain.

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



## APPENDIX II: INDIVIDUAL GUARANTEE MODEL

(*Name of financial entity*), with registered offices at (*address of financial entity*), C.I.F. (Tax ID) [•], and represented by Mr/Ms [•], duly empowered for this act, by virtue of a public deed executed before the Notary of the Illustrious College of [•], Mr/Ms [•], on [•] of [•] [year], protocol number [•].

### GUARANTEES

Unconditionally and irrevocably, in an abstract manner, jointly and severally, expressly waiving the benefits of division, order and excussion, to (*Name of guaranteed supplier*) in favour of **RED ELÉCTRICA DE ESPAÑA, S.A.U.**, with registered offices at Paseo del Conde de los Gaitanes, no. 177 in Alcobendas, C.I.F. (Tax ID) A-85309219, up to the sum of [•] euros ([•] €) guaranteeing the due and faithful fulfilment of all obligations undertaken by (*Name of guaranteed supplier*) under the contract/order of [•] dated [•] and reference no. [•], duly signed or accepted by both parties.

Accordingly, (*Name of financial entity*) undertakes to pay RED ELÉCTRICA DE ESPAÑA, S.A.U., upon first demand and without possibility of delay, the amount requested, at any time from the date hereof, up to the maximum amount indicated above, by means of a simple written request signed by a person duly authorised for this purpose.

RED ELÉCTRICA DE ESPAÑA, S.A.U. is authorised, at any time from this date to request execution of this guarantee, in whole or in part in successive steps, with no need to deliver the original of this guarantee. Should a partial execution occur, the guarantee shall remain in force under the same conditions for the outstanding balance.

The validity of this guarantee shall be extended until [•]/[•]/[•], a date corresponding to thirty (30) business days after the expiry date of the guarantee period provided for in the contract/order, and it shall be deemed expired at the moment it is returned.

Waiving any other jurisdiction to which it might otherwise be entitled, the guarantor expressly submits itself to the jurisdiction and competence of the courts 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 very day, in the Spanish Special Register of Guarantees (*Registro Especial de Avaluos*) with number [•].

In [•], on [•] of [•] [year].

Signed:

#### \*AUTHORISED ENTITIES

Any Spanish or foreign financial entity expressly authorised by law to issue guarantees, of recognised solvency in the sector, and with a permanent establishment in Spain.

Acceptance of this Guarantee by Red Eléctrica de España S.A.U. is conditional on the solvency of the guarantor bank.

## APPENDIX III: INDIVIDUAL SURETY INSURANCE MODEL

(*Name of insurance company*), with registered offices at (*address of insurance company*), C.I.F. (Tax ID) [•], and represented by Mr/Ms [•], duly empowered for this act, by virtue of a public deed executed before the Notary of the Illustrious College of [•], Mr/Ms [•], on [•] of [•] [year], protocol number [•].

### INSURES

Unconditionally and irrevocably, jointly and severally, expressly waiving the benefits of division, order and excussion, to (*Name of insured supplier*) in favour of **RED ELÉCTRICA DE ESPAÑA, S.A.U.**, with registered offices at Paseo del Conde de los Gaitanes, no. 177 in Alcobendas, C.I.F. (Tax ID) A-85309219, up to the sum of [•] euros ([•] €) guaranteeing the due and faithful fulfilment of all obligations undertaken by (*Name of guaranteed supplier*) under the contract/order of [•] dated [•] and reference no. [•], duly signed or accepted by both parties.

Accordingly, (*Name of insurance entity*) undertakes to pay RED ELÉCTRICA DE ESPAÑA, S.A.U., upon first demand and without possibility of delay, the amount requested, at any time from the date hereof, up to the maximum amount indicated above, by means of a simple written request signed by a person duly authorised for this purpose.

RED ELÉCTRICA DE ESPAÑA, S.A.U. is authorised, at any time from this date to request execution of this guarantee, in whole or in part in successive steps, withno need to deliver the original of this guarantee. Should a partial execution occur, the guarantee shall remain in force under the same conditions for the outstanding balance.

The validity of this surety insurance shall be extended until [•]/[•]/[•], a date corresponding to thirty (30) business days after the expiry date of the guarantee period provided for in the contract/order, and it shall be deemed expired at the moment it is returned.

Waiving any other jurisdiction to which it may be entitled, the insurer 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.

In [•], on [•] of [•] [year].

Signed:

#### \*AUTHORISED ENTITIES

*Any Spanish or foreign insurance company with registered offices or a permanent establishment in Spain and of recognised solvency in the sector.*

*Acceptance of this Surety Insurance by Red Eléctrica de España S.A.U. is conditional on the solvency of the insurer.*

## APPENDIX I: GLOBAL GUARANTEE MODEL

(*Name of financial entity*), with registered offices at (*address of financial entity*), C.I.F. (Tax ID) [•], and represented by Mr/Ms [•], duly empowered for this act, by virtue of a public deed executed before the Notary of the Illustrious College of [•], Mr/Ms [•], on [•] of [•] [year], protocol number [•].

### GUARANTEES

Unconditionally and irrevocably, in an abstract manner, jointly and severally, expressly waiving the benefits of division, order and excussion, to (*Name of guaranteed supplier*) in favour of **RED ELÉCTRICA INFRAESTRUCTURAS EN CANARIAS, S.A.U.**, with registered offices at Juan de Quesada, no. 9 in Las Palmas, C.I.F. (Tax ID) A-76234822, up to the sum of [•] euros ([•] €) guaranteeing the due and faithful fulfilment of:

- (i) All obligations undertaken in contracts or orders formalised with RED ELÉCTRICA INFRAESTRUCTURAS EN CANARIAS, S.A.U., during the twenty-four (24) months prior to the date of granting of this guarantee, regarding works, equipment and/or materials and/or services pending commencement, in progress or under guarantee period.
- (ii) All obligations undertaken in contracts or orders formalised with RED ELÉCTRICA INFRAESTRUCTURAS EN CANARIAS, S.A.U., during the next twenty-four (24) months following the granting of this guarantee, regarding works, equipment and/or materials and/or services.

The validity of this guarantee shall be twenty-four (24) months from the date of its granting and it shall be returned within thirty (30) business days following the end of its validity, at which time it shall be deemed expired.

Accordingly, (*Name of financial entity*) undertakes to pay RED ELÉCTRICA INFRAESTRUCTURAS EN CANARIAS, S.A.U., upon first demand and without possibility of delay, the amount requested, at any time from the date hereof, up to the maximum amount indicated above, by means of a simple written request signed by a person duly authorised for this purpose.

RED ELÉCTRICA INFRAESTRUCTURAS EN CANARIAS, S.A.U. is authorised, at any time from this date to request execution of this guarantee, in whole or in part in successive steps, with no need to deliver the original of this guarantee. Should a partial execution occur, the guarantee shall remain in force under the same conditions for the outstanding balance.

Waiving any other jurisdiction to which it might otherwise be entitled, the guarantor expressly submits itself to the jurisdiction and competence of the courts 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 guarantee has been registered, as of this date, in the Spanish Special Register of Guarantees (*Registro Especial de Avalos*) under number [•].

In [•], on [•] of [•] [year].

Signed:

#### \*AUTHORISED ENTITIES

Any Spanish or foreign financial entity expressly authorised by law to issue guarantees, of recognised solvency in the sector, and with a permanent establishment in Spain.

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

## APPENDIX II: INDIVIDUAL GUARANTEE MODEL

(*Name of financial entity*), with registered offices at (*address of financial entity*), C.I.F. (Tax ID) [•], and represented by Mr/Ms [•], duly empowered for this act, by virtue of a public deed executed before the Notary of the Illustrious College of [•], Mr/Ms [•], on [•] of [•] [year], protocol number [•].

### GUARANTEES

Unconditionally and irrevocably, in an abstract manner, jointly and severally, expressly waiving the benefits of division, order and excussion, to (*Name of guaranteed supplier*) in favour of **RED ELÉCTRICA INFRAESTRUCTURAS EN CANARIAS, S.A.U.**, with registered offices at Juan de Quesada, no. 9 in Las Palmas, C.I.F. A-76234822, C.I.F. (Tax ID) A-76234822, up to the sum of [•] euros ([•] €) guaranteeing the due and faithful fulfilment of all obligations undertaken by (*Name of guaranteed supplier*) under the contract/order of [•] dated [•] and reference no. [•], duly signed or accepted by both parties.

Accordingly, (*Name of financial entity*) undertakes to pay RED ELÉCTRICA INFRAESTRUCTURAS EN CANARIAS, S.A.U., upon first demand and without possibility of delay, the amount requested, at any time from the date hereof, up to the maximum amount indicated above, by means of a simple written request signed by a person duly authorised for this purpose.

RED ELÉCTRICA INFRAESTRUCTURAS EN CANARIAS, S.A.U. is authorised, at any time from this date to request execution of this guarantee, in whole or in part in successive steps, with no need to deliver the original of this guarantee. Should a partial execution occur, the guarantee shall remain in force under the same conditions for the outstanding balance.

The validity of this guarantee shall be extended until [•]/[•]/[•], a date corresponding to thirty (30) business days after the expiry date of the guarantee period provided for in the contract/order, and it shall be deemed expired at the moment it is returned.

Waiving any other jurisdiction to which it might otherwise be entitled, the guarantor expressly submits itself to the jurisdiction and competence of the courts 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 guarantee has been registered, as of this date, in the Spanish Special Register of Guarantees (*Registro Especial de Avaluos*) under number [•].

In [•], on [•] of [•] [year].

Signed:

#### \*AUTHORISED ENTITIES

Any Spanish or foreign financial entity expressly authorised by law to issue guarantees, of recognised solvency in the sector, and with a permanent establishment in Spain.

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

## APPENDIX III: INDIVIDUAL SURETY INSURANCE MODEL

(*Name of insurance company*), with registered offices at (*address of insurance company*), C.I.F. (Tax ID) [•], and represented by Mr/Ms [•], duly empowered for this act, by virtue of a public deed executed before the Notary of the Illustrious College of [•], Mr/Ms [•], on [•] of [•] [year], protocol number [•].

### INSURES

Unconditionally and irrevocably, jointly and severally, expressly waiving the benefits of division, order and excussion, to (*Name of insured supplier*) in favour of **RED ELÉCTRICA INFRAESTRUCTURAS EN CANARIAS, S.A.U.**, with registered offices at Juan de Quesada, no. 9 in Las Palmas, C.I.F. (Tax ID) A-76234822, up to the sum of [•] euros ([•] €) guaranteeing the due and faithful fulfilment of all obligations undertaken by (*Name of guaranteed supplier*) under the contract/order of [•] dated [•] and reference no. [•], duly signed or accepted by both parties.

Accordingly, (*Name of insurance entity*) undertakes to pay RED ELÉCTRICA INFRAESTRUCTURAS EN CANARIAS, S.A.U., upon first demand and without possibility of delay, the amount requested, at any time from the date hereof, up to the maximum amount indicated above, by means of a simple written request signed by a person duly authorised for this purpose.

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

The validity of this surety insurance shall be extended until [•]/[•]/[•], a date corresponding to thirty (30) business days after the expiry date of the guarantee period provided for in the contract/order, and it shall be deemed expired at the moment it is returned.

Waiving any other jurisdiction to which it may be entitled, the insurer 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.

In [•], on [•] of [•] [year].

Signed:

#### \*AUTHORISED ENTITIES

*Any Spanish or foreign insurance company with registered offices or a permanent establishment in Spain and of recognised solvency in the sector.*

*Acceptance of this Surety Insurance by Red Eléctrica Infraestructuras en Canarias S.A.U. is conditional on the solvency of the insurer.*

## APPENDIX I: GLOBAL GUARANTEE MODEL

(*Name of financial entity*), with registered offices at (*address of financial entity*), C.I.F. (Tax ID) [•], and represented by Mr/Ms [•], duly empowered for this act, by virtue of a public deed executed before the Notary of the Illustrious College of [•], Mr/Ms [•], on [•] of [•] [year], protocol number [•].

### GUARANTEES

Unconditionally and irrevocably, in an abstract manner, jointly and severally, expressly waiving the benefits of division, order and excussion, to (*Name of guaranteed supplier*) in favour of **REDEIA INFRAESTRUCTURAS DE TELECOMUNICACIÓN, S.A.**, with registered offices at Anabel Segura, no. 11 in Alcobendas, C.I.F. (Tax ID) A- 87323127, up to the sum of [•] euros ([•] €) guaranteeing the due and faithful fulfilment of:

(i) All obligations undertaken in contracts or orders formalised with REDEIA INFRAESTRUCTURAS DE TELECOMUNICACIÓN, S.A., during the twenty-four (24) months prior to the date of granting of this guarantee, regarding works, equipment and/or materials and/or services pending commencement, in progress or under guarantee period.

(ii) All obligations undertaken in contracts or orders formalised with REDEIA INFRAESTRUCTURAS DE TELECOMUNICACIÓN, S.A., during the next twenty-four (24) months following the granting of this guarantee, regarding works, equipment and/or materials and/or services.

The validity of this guarantee shall be twenty-four (24) months from the date of its granting and it shall be returned within thirty (30) business days following the end of its validity, at which time it shall be deemed expired.

Accordingly, (*Name of financial entity*) undertakes to pay REDEIA INFRAESTRUCTURAS DE TELECOMUNICACIÓN, S.A., upon first demand and without possibility of delay, the amount requested, at any time from the date hereof, up to the maximum amount indicated above, by means of a simple written request signed by a person duly authorised for this purpose.

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

Waiving any other jurisdiction to which it might otherwise be entitled, the guarantor expressly submits itself to the jurisdiction and competence of the courts 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 guarantee has been registered, as of this date, in the Spanish Special Register of Guarantees (*Registro Especial de Avalos*) under number [•].

In [•], on [•] of [•] [year].

Signed:

#### \*AUTHORISED ENTITIES

Any Spanish or foreign financial entity expressly authorised by law to issue guarantees, of recognised solvency in the sector, and with a permanent establishment in Spain.

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



## APPENDIX II: INDIVIDUAL GUARANTEE MODEL

(*Name of financial entity*), with registered offices at (*address of financial entity*), C.I.F. (Tax ID) [•], and represented by Mr/Ms [•], duly empowered for this act, by virtue of a public deed executed before the Notary of the Illustrious College of [•], Mr/Ms [•], on [•] of [•] [year], protocol number [•].

### GUARANTEES

Unconditionally and irrevocably, in an abstract manner, jointly and severally, expressly waiving the benefits of division, order and excussion, to (*Name of guaranteed supplier*) in favour of **REDEIA INFRAESTRUCTURAS DE TELECOMUNICACIÓN, S.A.**, with registered offices at Calle Anabel Segura, no. 11 in Alcobendas, C.I.F. (Tax ID) A- 87323127, up to the sum of [•] euros ([•] €) guaranteeing the due and faithful fulfilment of all obligations undertaken by (*Name of guaranteed supplier*) under the contract/order of [•] dated [•] and reference no. [•], duly signed or accepted by both parties.

Accordingly, (*Name of financial entity*) undertakes to pay REDEIA INFRAESTRUCTURAS DE TELECOMUNICACIÓN, S.A., upon first demand and without possibility of delay, the amount requested, at any time from the date hereof, up to the maximum amount indicated above, by means of a simple written request signed by a person duly authorised for this purpose.

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

The validity of this guarantee shall be extended until [•]/[•]/[•], a date corresponding to thirty (30) business days after the expiry date of the guarantee period provided for in the contract/order, and it shall be deemed expired at the moment it is returned.

Waiving any other jurisdiction to which it might otherwise be entitled, the guarantor expressly submits itself to the jurisdiction and competence of the courts 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 guarantee has been registered, as of this date, in the Spanish Special Register of Guarantees (*Registro Especial de Avaluos*) under number [•].

In [•], on [•] of [•] [year].

Signed:

#### \*AUTHORISED ENTITIES

Any Spanish or foreign financial entity expressly authorised by law to issue guarantees, of recognised solvency in the sector, and with a permanent establishment in Spain.

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



## APPENDIX III: INDIVIDUAL SURETY INSURANCE MODEL

(*Name of insurance company*), with registered offices at (*address of insurance company*), C.I.F. (Tax ID) [•], and represented by Mr/Ms [•], duly empowered for this act, by virtue of a public deed executed before the Notary of the Illustrious College of [•], Mr/Ms [•], on [•] of [•] [year], protocol number [•].

### INSURES

Unconditionally and irrevocably, jointly and severally, expressly waiving the benefits of division, order and excussion, to (*Name of insured supplier*) in favour of **REDEIA INFRAESTRUCTURAS DE TELECOMUNICACIÓN, S.A.**, with registered offices at Calle Anabel Segura, no. 11 in Alcobendas, C.I.F. (Tax ID) A-87323127, up to the sum of [•] euros ([•] €) guaranteeing the due and faithful fulfilment of all obligations undertaken by (*Name of guaranteed supplier*) under the contract/order of [•] dated [•] and reference no. [•], duly signed or accepted by both parties.

Accordingly, (*Name of insurance company*) undertakes to pay REDEIA INFRAESTRUCTURAS DE TELECOMUNICACIÓN, S.A., upon first demand and without possibility of delay, the amount requested, at any time from the date hereof, up to the maximum amount indicated above, by means of a simple written request signed by a person duly authorised for this purpose.

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

The validity of this surety insurance shall be extended until [•]/[•]/[•], a date corresponding to thirty (30) business days after the expiry date of the guarantee period provided for in the contract/order, and it shall be deemed expired at the moment it is returned.

Waiving any other jurisdiction to which it may be entitled, the insurer 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.

In [•], on [•] of [•] [year].

Signed:

#### \*AUTHORISED ENTITIES

Any Spanish or foreign insurance company with registered offices or a permanent establishment in Spain and of recognised solvency in the sector.

Acceptance of this Surety Insurance by Redeia Infraestructuras de Telecomunicación S.A is conditional on the solvency of the insurer.

## APPENDIX I: GLOBAL GUARANTEE MODEL

(*Name of financial entity*), with registered offices at (*address of financial entity*), C.I.F. (Tax ID) [•], and represented by Mr/Ms [•], duly empowered for this act, by virtue of a public deed executed before the Notary of the Illustrious College of [•], Mr/Ms [•], on [•] of [•] [year], protocol number [•].

### GUARANTEES

Unconditionally and irrevocably, in an abstract manner, jointly and severally, expressly waiving the benefits of division, order and excussion, to (*Name of guaranteed supplier*) in favour of **ELEWIT, S.A.U.**, with registered offices at Paseo del Conde de los Gaitanes, no. 177 in Alcobendas, C.I.F. (Tax ID) A-88409990, up to the sum of [•] euros ([•] €) guaranteeing the due and faithful fulfilment of:

- (i) All obligations undertaken in contracts or orders formalised with ELEWIT, S.A.U., during the twenty-four (24) months prior to the date of granting of this guarantee, regarding works, equipment and/or materials and/or services pending commencement, in progress or under guarantee period.
- (ii) All obligations undertaken in contracts or orders formalised with ELEWIT, S.A.U., during the next twenty-four (24) months following the granting of this guarantee, regarding works, equipment and/or materials and/or services.

The validity of this guarantee shall be twenty-four (24) months from the date of its granting and it shall be returned within thirty (30) business days following the end of its validity, at which time it shall be deemed expired.

Accordingly, (*Name of financial entity*) undertakes to pay ELEWIT, S.A.U., upon first demand and without possibility of delay, the amount requested, at any time from the date hereof, up to the maximum amount indicated above, by means of a simple written request signed by a person duly authorised for this purpose.

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

Waiving any other jurisdiction to which it might otherwise be entitled, the guarantor expressly submits itself to the jurisdiction and competence of the courts 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 guarantee has been registered, as of this date, in the Spanish Special Register of Guarantees (*Registro Especial de Avals*) under number [•].

In [•], on [•] of [•] [year].

Signed:

#### \*AUTHORISED ENTITIES

Any Spanish or foreign financial entity expressly authorised by law to issue guarantees, of recognised solvency in the sector, and with a permanent establishment in Spain.

Acceptance of this Guarantee by Elewit, S.A.U. is conditional on the solvency of the guarantor financial entity.

## APPENDIX II: INDIVIDUAL GUARANTEE MODEL

(*Name of financial entity*), with registered offices at (*address of financial entity*), C.I.F. (Tax ID) [•], and represented by Mr/Ms [•], duly empowered for this act, by virtue of a public deed executed before the Notary of the Illustrious College of [•], Mr/Ms [•], on [•] of [•] [year], protocol number [•].

### GUARANTEES

Unconditionally and irrevocably, in an abstract manner, jointly and severally, expressly waiving the benefits of division, order and excussion, to (*Name of guaranteed supplier*) in favour of **ELEWIT, S.A.U.**, with registered offices at Paseo del Conde de los Gaitanes, no. 177 in Alcobendas, C.I.F. (Tax ID) A-88409990, up to the sum of [•] euros ([•] €) guaranteeing the due and faithful fulfilment of all obligations undertaken by (*Name of guaranteed supplier*) under the contract/order of [•] dated [•] and reference no. [•], duly signed or accepted by both parties.

Accordingly, (*Name of financial entity*) undertakes to pay ELEWIT, S.A.U., upon first demand and without possibility of delay, the amount requested, at any time from the date hereof, up to the maximum amount indicated above, by means of a simple written request signed by a person duly authorised for this purpose.

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

The validity of this guarantee shall be extended until [•]/[•]/[•], a date corresponding to thirty (30) business days after the expiry date of the guarantee period provided for in the contract/order, and it shall be deemed expired at the moment it is returned.

Waiving any other jurisdiction to which it might otherwise be entitled, the guarantor expressly submits itself to the jurisdiction and competence of the courts 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 guarantee has been registered, as of this date, in the Spanish Special Register of Guarantees (*Registro Especial de Avaluos*) under number [•].

In [•], on [•] of [•] [year].

Signed:

#### \*AUTHORISED ENTITIES

Any Spanish or foreign financial entity expressly authorised by law to issue guarantees, of recognised solvency in the sector, and with a permanent establishment in Spain.

Acceptance of this Guarantee by Elewit, S.A.U. is conditional on the solvency of the guarantor financial entity.

## APPENDIX III: INDIVIDUAL SURETY INSURANCE MODEL

(*Name of insurance company*), with registered offices at (*address of insurance company*), C.I.F. (Tax ID) [•], and represented by Mr/Ms [•], duly empowered for this act, by virtue of a public deed executed before the Notary of the Illustrious College of [•], Mr/Ms [•], on [•] of [•] [year], protocol number [•].

### INSURES

Unconditionally and irrevocably, jointly and severally, expressly waiving the benefits of division, order and excussion, to (*Name of insured supplier*) in favour of **ELEWIT, S.A.U.**, with registered offices at Paseo del Conde de los Gaitanes, no. 177 in Alcobendas, C.I.F. (Tax ID) A-88409990, up to the sum of [•] euros ([•] €) guaranteeing the due and faithful fulfilment of all obligations undertaken by (*Name of guaranteed supplier*) under the contract/order of [•] dated [•] and reference no. [•], duly signed or accepted by both parties.

Accordingly, (*Name of insurance company*) undertakes to pay ELEWIT, S.A.U., upon first demand and without possibility of delay, the amount requested, at any time from the date hereof, up to the maximum amount indicated above, by means of a simple written request signed by a person duly authorised for this purpose.

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

The validity of this surety insurance shall be extended until [•]/[•]/[•], a date corresponding to thirty (30) business days after the expiry date of the guarantee period provided for in the contract/order, and it shall be deemed expired at the moment it is returned.

Waiving any other jurisdiction to which it may be entitled, the insurer 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.

In [•], on [•] of [•] [year].

Signed:

#### \*AUTHORISED ENTITIES

Any Spanish or foreign insurance company with registered offices or a permanent establishment in Spain and of recognised solvency in the sector.

Acceptance of this Surety Insurance by Elewit, S.A.U. is conditional on the solvency of the insurer.

## APPENDIX I: GLOBAL GUARANTEE MODEL

(*Name of financial entity*), with registered offices at (*address of financial entity*), C.I.F. (Tax ID) [•], and represented by Mr/Ms [•], duly empowered for this act, by virtue of a public deed executed before the Notary of the Illustrious College of [•], Mr/Ms [•], on [•] of [•] [year], protocol number [•].

### GUARANTEES

Unconditionally and irrevocably, in an abstract manner, jointly and severally, expressly waiving the benefits of division, order and excussion, to (*Name of guaranteed supplier*) in favour of **RED ELÉCTRICA INTERNACIONAL, S.A.U.**, with registered offices at Paseo del Conde de los Gaitanes, no. 177 in Alcobendas, C.I.F. (Tax ID) A-82852906, up to the sum of [•] euros ([•] €) guaranteeing the due and faithful fulfilment of:

- (i) All obligations undertaken in contracts or orders formalised with RED ELÉCTRICA INTERNACIONAL, S.A.U, during the twenty-four (24) months prior to the date of granting of this guarantee, regarding works, equipment and/or materials and/or services pending commencement, in progress or under guarantee period.
- (ii) All obligations undertaken in contracts or orders formalised with RED ELÉCTRICA INTERNACIONAL, S.A.U., during the next twenty-four (24) months following the granting of this guarantee, regarding works, equipment and/or materials and/or services.

The validity of this guarantee shall be twenty-four (24) months from the date of its granting and it shall be returned within thirty (30) business days following the end of its validity, at which time it shall be deemed expired.

Accordingly, (*Name of financial entity*) undertakes to pay RED ELÉCTRICA INTERNACIONAL, S.A.U., upon first demand and without possibility of delay, the amount requested, at any time from the date hereof, up to the maximum amount indicated above, by means of a simple written request signed by a person duly authorised for this purpose.

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

Waiving any other jurisdiction to which it might otherwise be entitled, the guarantor expressly submits itself to the jurisdiction and competence of the courts 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 guarantee has been registered, as of this date, in the Spanish Special Register of Guarantees (*Registro Especial de Avaluos*) under number [•].

In [•], on [•] of [•] [year].

Signed:

#### \*AUTHORISED ENTITIES

Any Spanish or foreign financial institution of recognised solvency, expressly authorised by law to issue guarantees in the sector, and with a permanent establishment in Spain.

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

## APPENDIX II: INDIVIDUAL GUARANTEE MODEL

(*Name of financial entity*), with registered offices at (*address of financial entity*), C.I.F. (Tax ID) [•], and represented by Mr/Ms [•], duly empowered for this act, by virtue of a public deed executed before the Notary of the Illustrious College of [•], Mr/Ms [•], on [•] of [•] [year], protocol number [•].

### GUARANTEES

Unconditionally and irrevocably, in an abstract manner, jointly and severally, expressly waiving the benefits of division, order and excussion, to (*Name of guaranteed supplier*) in favour of **RED ELÉCTRICA INTERNACIONAL, S.A.U.**, with registered offices at Paseo del Conde de los Gaitanes, no. 177 in Alcobendas, C.I.F. (Tax ID) A-82852906, up to the sum of [•] euros ([•] €) guaranteeing the due and faithful fulfilment of all obligations undertaken by (*Name of guaranteed supplier*) under the contract/order of [•] dated [•] and reference no. [•], duly signed or accepted by both parties.

Accordingly, (*Name of financial entity*) undertakes to pay RED ELÉCTRICA INTERNACIONAL, S.A.U., upon first demand and without possibility of delay, the amount requested, at any time from the date hereof, up to the maximum amount indicated above, by means of a simple written request signed by a person duly authorised for this purpose.

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

The validity of this guarantee shall be extended until [•]/[•]/[•], a date corresponding to thirty (30) business days after the expiry date of the guarantee period provided for in the contract/order, and it shall be deemed expired at the moment it is returned.

Waiving any other jurisdiction to which it might otherwise be entitled, the guarantor expressly submits itself to the jurisdiction and competence of the courts 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 guarantee has been registered, as of this date, in the Spanish Special Register of Guarantees (*Registro Especial de Avaluos*) under number [•].

In [•], on [•] of [•] [year].

Signed:

#### \*AUTHORISED ENTITIES

Any Spanish or foreign financial entity expressly authorised by law to issue guarantees, of recognised solvency in the sector, and with a permanent establishment in Spain.

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



## APPENDIX III: INDIVIDUAL SURETY INSURANCE MODEL

(*Name of insurance company*), with registered offices at (*address of insurance company*), C.I.F. (Tax ID) [•], and represented by Mr/Ms [•], duly empowered for this act, by virtue of a public deed executed before the Notary of the Illustrious College of [•], Mr/Ms [•], on [•] of [•] [year], protocol number [•].

### INSURES

Unconditionally and irrevocably, jointly and severally, expressly waiving the benefits of division, order and excussion, to (*Name of insured supplier*) in favour of **RED ELÉCTRICA INTERNACIONAL, S.A.U.**, with registered offices at Paseo del Conde de los Gaitanes, no. 177 in Alcobendas, C.I.F. (Tax ID) A-82852906, up to the sum of [•] euros ([•] €) guaranteeing the due and faithful fulfilment of all obligations undertaken by (*Name of guaranteed supplier*) under the contract/order of [•] dated [•] and reference no. [•], duly signed or accepted by both parties.

Accordingly, (*Name of insurance entity*) undertakes to pay RED ELÉCTRICA INTERNACIONAL, S.A.U., upon first demand and without possibility of delay, the amount requested, at any time from the date hereof, up to the maximum amount indicated above, by means of a simple written request signed by a person duly authorised for this purpose.

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

The validity of this surety insurance shall be extended until [•]/[•]/[•], a date corresponding to thirty (30) business days after the expiry date of the guarantee period provided for in the contract/order, and it shall be deemed expired at the moment it is returned.

Waiving any other jurisdiction to which it may be entitled, the insurer 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.

In [•], on [•] of [•] [year].

Signed:

#### \*AUTHORISED ENTITIES

Any Spanish or foreign insurance company with registered offices or a permanent establishment in Spain and of recognised solvency in the sector.

Acceptance of this Surety Insurance by Red Eléctrica Internacional S.A.U. is conditional on the solvency of the insurer.



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