






TERMS OF THE PROGRAM

7th Edition

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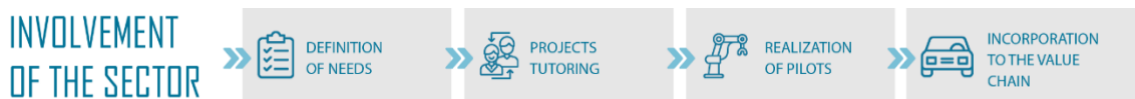
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WHAT IS BFA

Business Factory Auto is a vertical accelerator focused on the automotive and movility sector. The initiative is led by **CEAGA** and **Stellantis**, with the backing of the **Xunta de Galicia**, the **Free Trade Zone Consortium of Vigo** and the components companies of the Galician automotive sector.

The key differentiating element of BFA's success is that the industry itself defines its needs and selects projects to participate in the program based on such needs. Sector companies supervise and advise projects to boost development and increase their competitiveness. They also offer their plant facilities to develop pilot projects and test innovative solutions.



This is how new companies born within the accelerator become suppliers of the sector companies.

Moreover, participating projects can avail of the support offered by all agents from Galicia's open innovation system: Technological centres, clusters, universities, etc.

BFA can help companies with an idea or project to validate their product or service in a real environment, since it is the only industry specific accelerator in Galicia.

The program is comprised of 2 stages where the difference lies in the degree of project maturity. Initial stage projects that need to develop and validate their product or service in the sector can opt for the (up to 9-month) **acceleration stage**. However, if the project has a defined product or service with actual sales, it may be eligible for the **consolidation stage** that would last up to 12 months. The possibility of sharing the project acceleration and/or consolidation process with other projects in the sector promotes and facilitates the generation of synergies between them.

WHAT WE ARE LOOKING FOR

Business Factory Auto not only supports initiatives led by individuals, but also drives innovative ideas developed within existing companies, as well as those that originate in knowledge centres:

Start-up: newly created company in its starting stage, promoted by entrepreneurs in their personal capacity, usually associated with innovation and with a scalable business model.

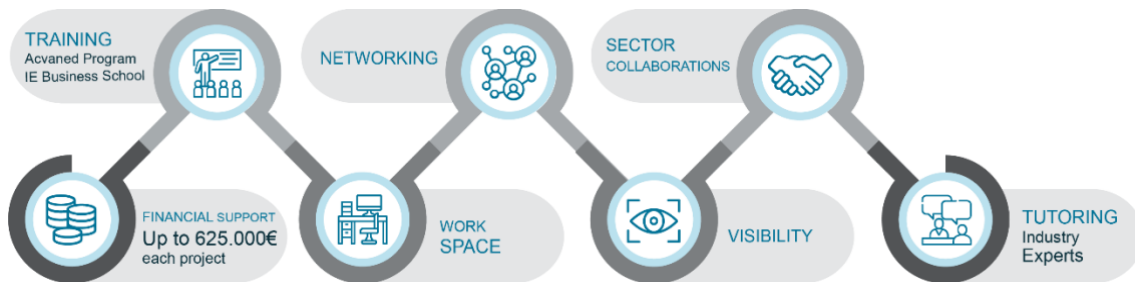
One company spin-out: recently created company born out of the division of an existing company's project.

Several companies spin-outs: recently created company resulting from the division of a project developed collaboratively by several companies.

Spin-off: recently created company born from innovative development in knowledge centres (universities, technological centres, etc.)

WHAT WE OFFER

Business Factory Auto offers a wide range of services and activities for projects involved in the initiative in order to transform them into innovative, viable and scalable enterprises:



FUNDING SUPPORT

Selected companies will be eligible for funding through a combination of the following modalities:

Non-repayable grant: Economic contribution from the Galician Innovation Agency (GAIN) for projects in the acceleration stage.

Participation loan with capitalisation option: a type of loan offered by Vigo Activo S.C.R., S.A., S.M.E (hereinafter Vigoactivo) and/or Xesgalicia, Sociedad Gestora de Entidades de Inversión de Tipo Cerrado, S.A. (hereinafter Xesgalicia) that does not

require personal guarantees, has a fixed + variable interest rate that varies according to company results.

If the company so requests, and within the framework of a financing round, a direct stake in the company's capital may be considered.

POSSIBILITY OF COLLABORATION IN THE SECTOR

Participation in the program could help your company/project to develop and get greater visibility, in order to reach the sector's OEMs and tier suppliers. Business Factory Auto is the gateway to the automotive industry in Galicia for companies driven within the accelerator.

Teams that successfully complete the pilot test will be able to continue their relationship with the company, under the terms and conditions they agree with each other.

WORKSPACE

Participating projects may be located at the premises provided by the Free Trade Zone Consortium of Vigo to the BFA in the port area of Bouzas (Vigo) situated very near the facilities of CEAGA and the Stellantis Vigo Centre. The premises have internet access and meeting rooms.

The Free Trade Zone Consortium of Vigo likewise offers training premises to the BFA at the Porto do Molle Business Centre, to organise the training sessions foreseen in the program.

TRAINING

Business Factory Auto, in collaboration with the IE Business School, has designed and developed the **Advanced Management Program** to provide top quality, proven, and recognized business administration and management training, to participants in the BFA acceleration and consolidation stages.

Attendees will learn about the latest management trends, develop a strategic vision tailored to the current context, and leverage the required management and leadership skills to facilitate their path toward project and management excellence.

The program uses a practical experience-based methodology targeted at boosting managerial skills, to contrast successful business practices, in order to offer alternatives and new strategic opportunities to projects.

The approximate duration of the program is 45 x 90-minute morning weekday sessions held over 15 days, between November 2023 and March 2024. The duration and date of the program may be subject to minor modifications.

BFA training will be in-person and the attendance is obligatory for all the projects selected in the 7th edition of the BFA.

NETWORKING

Sharing workspace and participating in program activities contributes to creating an environment for knowledge exchange and synergies. BFA organises events that allow participants to meet lead professionals from the industry.

Furthermore, collaboration agreements have been signed with different companies to supplement the benefits for projects participating in the initiative. Selected projects will benefit from services offered by companies such as Amazon (AWS Activate Program), Clarke, Modet & C^o (Experts in Industrial and Intellectual Property), PrismaCIM (current distributor in Spain of SIEMENS Solid Edge Smart Expert), IBM (Startup program with IBM), and others. Participation in these programs will be subject to validation and acceptance by the collaborating companies. This list may be modified over the duration of the program.

MENTORS

A mentor will provide personalised, tailored consultancy to each project, and accompany project members throughout the acceleration/consolidation stages.

Mentorship will be in two modalities: **technical and management**. *Technical mentorship* will be performed by a skilled professional from the automotive and/or mobility sector who will be responsible for continuous monitoring of the project. *Management mentorship* will be performed by an expert specialised in business.

Projects may be given access to professionals from the Galician automotive & mobility sector companies for individual guidance, have access to technical resources and visits to workplaces for implementing pilot projects and validating solutions. The **technical mentor** will have exclusive dedication and commitment to each project, in order to encourage and motivate developers and team members, ensure they meet milestones, work at the right pace, reach the required level, as well as advise and provide technical support by delivering the most appropriate information for each project.

Moreover, projects will have a **management mentor** who will also support the technical mentor. He/she will be responsible for ensuring compliance with business management and business development, project milestones and deliverables.

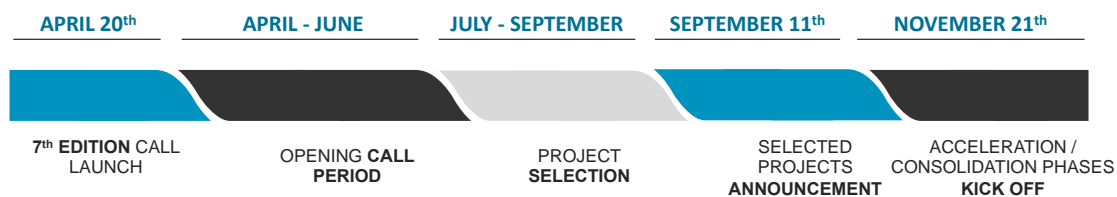
Depending on the needs of each project, they will help define the business model, the marketing plan, or search for funding, among other issues.

VISIBILITY

BFA will help projects to enhance visibility and dissemination not only through the media and social networks, but also through the many actions and events organised within the program framework wherein sector companies and institutions participate. The objective is to launch projects participating in the initiative into the market.

SELECTION PROCESS

The project registration process will be open from April 20th 2023 to June 28th 2023, 14:00h Central European Summer Time (CEST). The selection process will end on September 11th 2023 upon publication of the list of successful projects. Business Factory Auto reserves the right to shorten or extend this period by means of a notice published on the website www.bfauto.es, and the dates appearing on the website will be final and valid.



REGISTRATION

Projects interested in this call must fill in the registration form provided on the BFA website www.bfauto.es within the deadline indicated in the calendar. Modifications are not permitted after registration is validated. Only information provided in the form will be taken into account to evaluate projects that comply with the conditions and requirements set forth in these Terms. After studying the application, the BFA reserves the right to request additional information about projects, if necessary.

The registration form must be accompanied by a video from the project developer explaining their case in no more than 4 minutes. The aim of the video is to explain the project, provide details of the team, define the added value of the proposal, the elements that differentiate it from its competitors, the main milestones achieved, and the next steps or means necessary for its implementation. In short, provide all information needed to best understand the project. In addition, you can attach more files to provide additional information (presentations, cases, etc.).

Applicants can decide which stage they apply to, however, BFA reserves the right to change the same depending on the level of project maturity.

Submission of application to this call implies express acceptance of all requirements and conditions contained in these Terms.

Questions or clarifications can be sent to us by e-mail at bfa@ceaga.com or by telephone at 986 213 790// 628 451 351// 682 002 764.

SHORTLISTING

The BFA management team will draft a shortlist of projects that move on to the next stage, in accordance with the requirements and conditions set out below:

Belonging to the automotive & mobility sector

This is an initiative of a vertical nature centred on the automotive & mobility sector, and hence the program is directed exclusively to projects connected to this sector. Projects related with the product (car) and those related to the process & services will receive support.

Degree of maturity

Early stage projects whose objective is to validate and/or test their product or service in the sector can apply for the acceleration stage. Projects with product or service defined and which require marketing support can apply for the consolidation stage.

Number of projects

There is no limit to the number of projects each developer team can submit, but it can only opt for eligibility of just one of them. In the case of spin-offs and spin-outs, BFA reserves the right to choose more than one project from the same developer based on whether or not the project teams are well-differentiated.

Team

All members of the developer team and management team must be of legal age. The team will be made up of a minimum of 2 full-time employees of the company with decision-making capacity to best use the program.

Requirements of participating companies

Projects may be formally incorporated as a company and have a maximum age of 5 years (60 months) from the opening date of the call in order to be eligible to participate in the acceleration stage (in accordance with Law 28/2022, of December 21, for the promotion of the ecosystem of emerging companies). For the consolidation stage, projects must be formally incorporated as a company and have a maximum age of 7 years (84 months) from the opening date of the call.

The company's registered office and the principal place of business must be located in the Autonomous Region of Galicia.

If no company is incorporated, there must be a commitment to incorporate one before November 10th 2023 and if the registered office, domicile for taxation or principal place of business is not in Galicia, then it should be remedied prior to November 10th 2023.

Intellectual property

The company should own the intellectual property rights for the idea/project submitted, otherwise, it should have the appropriate permissions from third parties to use the intellectual and/or industrial property.

EVALUATION COMMITTEE

The committee will be comprised of representatives from the Galician automotive sector companies and experts in the mobility field in Galicia, the BFA management team, and representatives from the many entities that promote the initiative and have the support of independent experts specialized in the main areas of interest.

Applications received will be mainly considered based on track record and suitability of team and project. Projects that opt for the acceleration stage will have a weighting of 60% and 40% for team suitability and project respectively while projects that opt for the consolidation stage will have a weighting of 40% team and 60% project. In particular, the following aspects will be taken into account:

Team evaluation criteria

- Skills, knowledge, and experience in the automotive sector or area of project application
- Adequacy and complementarity of team qualifications, and experience to the needs of the project
- Commitment, motivation, and dedication of the entrepreneurial team
- Risk assumed by the developer/management team.

Project evaluation criteria

- Degree of innovation. The product or service contributes some innovation or difference in resolving industry problems. The added-value solution proposal addresses an inadequately or inefficiently met market need. Project that comes from EIC (beneficiaries or seal of excellence) and EIT accelerators
- Level of acceleration or capacity to develop a minimum viable product (MVP) during the course of the program. Or, by contrast, project should already have a MVP that has been tried and validated by some customers/industries.
- Degree of scalability, growth potential and generation of scale economies. It is crosscutting to other companies or sectors.
- Capacity for market consolidation and generating recurring revenue. The target audience for the solution is broad and product is easy to acquire and implement.
- Socio-economic impact. Viable initiative that will contribute to stimulation of the business fabric. It is an economically profitable project with potential to generate employment.

Topics

The future of the automotive sector is centred on Industry 4.0 and therefore BFA will support projects related to digital transformation. All Factory of the Future trends are key to the industry and priority will be given to projects that fall within one of the technological fields defined as of interest to the Galician automotive sector companies:



In addition, as a new point, in this edition the projects related to the new mobility will have a great importance. It is already a fact that the automotive industry is transforming at breakneck speed. The classic automotive concept no longer describes the reality of the Sector in its entire dimension. With this incorporation, the BFA tries to give answers to a transformation process that is already present at all levels of the value chain of the automotive sector.

In this currently call, the fields shaded in blue in the previous image will be considered subjects of special interest for the automotive and mobility sector in Galicia.

SELECTION COMMITTEE

If the project is selected for the personal interview stage, you will have 10 minutes to make a presentation (preferably in person) to best explain the project, the business model and the team (professional profiles, experience, roles...). The committee will then have 15 minutes to ask questions and clarifications about the presentation.

The committee will be comprised of representatives from the Galician automotive sector companies and experts in the mobility field in Galicia, the BFA management team, and representatives from the various entities that promote the initiative.

PUBLICATION OF SUCCESSFUL PROJECTS

After completing the selection process, a list will be published containing up to 10 projects invited to participate in the acceleration stage and up to 10 projects invited to participate in the consolidation stage.

Successful applicants will receive a formal invitation to join the acceleration or consolidation stage of the program. This invitation will be valid for 5 calendar days for formal acceptance by the enterprising team. In case of no formal acceptance, the Executive Committee of the program may offer the invitation to the next ranked project. Upon formal acceptance, participation protocols will be sent out and these will have to be signed by the representatives of the entities.

INCOMPATIBILITIES

Executive Committee members will not be able to participate as developer team and/or as members of the selected projects or be able to provide any type of external service required by BFA. The express consent of all Executive Committee members will be required in the case of staff assigned to their respective entities. Moreover, Management Team members will not be able to participate as developer team and/or as members of the selected projects or be able to provide any type of external service required by BFA.

REQUIREMENTS FOR EACH STAGE

As a general rule, companies participating in the BFA initiative undertake to strive towards proper development of the project during the program. They make a firm commitment to participate in the in-person activities held in Vigo or its metropolitan area: actively participate in training, mentoring, and follow-up meetings, both online and in-person.

Likewise, and in a timely and transparent manner, they will report to the Executive Committee about project evolution and results, and comply with the defined program deliverables within the prescribed deadlines, in the required format.

To sum up: companies that participate in Business Factory Auto undertake to comply with the following obligations:

- Accept and comply with the terms of the program.
- Ensure that the information provided is accurate.
- Comply with the deadlines set by the initiative for provision of information.
- Actively attend and participate in program activities.
- Collaborate in the promotion activities of the BFA Program.
- Ensure delivery of all additional related information that may be required over the lifetime of the program.
- Notify any significant changes in the project and/or the composition of the developer team and/or the management team, entry of new partners in the share capital, modification of trade name, trademarks and logos, as well as provide any other substantive information about the project during the life of the program and the later accompaniment period in which contracts associated with the funding received remain valid.

ACCELERATION STAGE

TARGET AUDIENCE

Early-stage projects may opt to participate in the acceleration stage with a business idea where the objective is to develop a minimum viable product or service and test their business model.

Over the 9-month duration, the planned activities will focus on the development and validation of the product or service, definition of the business model, achievement of first sales, and development of team skills and abilities, among others.

Milestones will be established in parallel for each project and these will be linked to receipt of funding awarded.

FUNDING CONDITIONS

In addition to the activities/services detailed above in the "what we offer" section (see page 4), the following are the specific conditions for funding in the acceleration stage:

1. Award of a non-repayable grant of up to a maximum twenty-five thousand Euro (€25,000) for funding a set of eligible costs through the Galician Innovation Agency (GAIN).

2. Funding from Vigo Activo Sociedad de Capital Riesgo, SA SME that can be articulated as a: **Participation loan with a possible capitalisation option for a maximum amount of fifty thousand Euro (€50,000).** In the event that the company so requests and within the framework of a funding round, a direct stake in the company's capital may be considered.

- General characteristics of the funding:

Amount: up to €50,000.

Maximum term: up to 7 years.

Grace period for repayment of principal: up to 2 years.

Interest rate: Fixed (quarterly Euribor + 4%) + Variable (to be determined).

Eligible for capitalisation.

3. Funding from Xesgalicia that can be articulated as a: **Participation loan with a possible capitalization option by Xesgalicia, up to a maximum of fifty thousand Euro (50,000€),** through the Investment Fund that best suits the evolution stage of the projects selected in the acceleration stage of each call. In the event that the company so requests and within the framework of a funding round, a direct stake in the company's capital may be considered.

- General characteristics of the funding:

Amount: up to €50,000.

Maximum term: up to 7 years.

Grace period for repayment of principal: up to 2 years.

Interest rate: Fixed (quarterly Euribor + 4%) + Variable (to be determined).

Eligible for capitalisation.

WHAT WE REQUIRE FROM YOU

- Involvement, effort, and commitment to the project.
- Company must be incorporated and have a **maximum age of 5 years (60 months)** from the opening date of the call.
- Company must have its **registered office, domicile for taxation**, and principal **place of business** in the Autonomous Community of Galicia by the deadline.
- Own the **intellectual property rights** for the idea/project submitted, or failing which, have the appropriate permissions from third parties to use the intellectual and/or industrial property.
- Participate in the welcome session (November 2023).
- Compulsory participation in both in-person and online **supervision and mentoring** activities carried out by the initiative. You are required to attend at least 4 hours of technical mentorship and another 4 hours of management mentorship per month. A mentorship report for each session completed will be written (following the template provided) and signed by one of the sponsors and the mentor. Once signed, the report should be uploaded to the BFA web platform.
- Compulsory participation of 1 person (must be the same person throughout the program) in the **Advanced Management Program** that will be held between November 2023 and March 2024 and in person way, once a week in the mornings, over 15 days. *Duration and training dates may be subject to slight modifications.*
- Attend at least 2 of the specialised workshops organised throughout the program (funding, patents, etc.)
- Support the networking sessions throughout the program.
- Comply with **milestones**, failing which, provide reasoned justification for default.
- Subscribe, where relevant, to the corresponding special agreement (*convenio singular*) that establishes the terms and conditions for implementing the funding provided by GAIN, this being an essential requisite to receive this funding.

CONSOLIDATION STAGE

TARGET AUDIENCE

We can say that these are companies with a defined product or service and real sales. The business model should be structured, with possibility of scaling-up, and generating its first income. The company starts to grow, albeit in an incipient manner.

You do not need to pass through the acceleration stage to qualify for the consolidation stage.

This stage lasts up to 12 months during which training, mentoring and networking will be provided to the participating companies so that they are able to establish themselves in the market and generate sales/recurring revenue.

FUNDING CONDITIONS

In addition to the activities/services detailed above in the "what we offer" section (see page 4) below are the specific conditions for funding in the consolidation stage:

1.1. Funding from Vigo Activo that can be articulated as a: **Participatory loan that could entail a capitalization option up to a maximum of two hundred and fifty thousand euros (€250,000)**, through the investment fund that best suits the evolution stage of the projects selected in the consolidation stage of each call. In the event that the company so requests, and within the framework of a funding round, a direct stake in the company's capital may be considered. The general characteristics of the funding are:

- Amount: up to €250,000.
- Maximum term: up to 7 years.
- Grace period for repayment of principal: up to 2 years.
- Interest rate: Fixed (quarterly Euribor + 4%) + Variable (to be determined).

The financing amount may have one or more payments and this financing will be conditional on other financiers or partners contributing at least the same financing to the project (monetary contributions) since the company has been selected in the consolidation phase. In the case that the amortization of the financing with other financiers is less than 5 years, the amortization of the Vigo Activo participatory loan will be carried out in proportion to the financing that served as the basis for granting the participatory loan.

1.2. Funding from Xesgalicia that can be articulated as a: **Participatory loan that could entail a capitalization option up to a maximum of two hundred and fifty thousand euros (€250,000)**, through the investment fund that best suits the evolution stage of the projects selected in the consolidation stage of each call. In the event that the company so requests, and within the framework of a funding round, a direct stake in the company's capital may be considered. The general characteristics of the funding are:

- Amount: up to €250,000.
- Maximum term: up to 7 years.
- Grace period for repayment of principal: up to 2 years.
- Interest rate: Fixed (quarterly Euribor + 4%) + Variable (to be determined).

The financing amount may have one or more payments and this financing will be conditional on other financiers or partners contributing at least the same financing to the project (monetary contributions) since the company has been selected in the consolidation phase. In the case that the amortization of the financing with other financiers is less than 5 years, the amortization of the Xesgalicia participatory loan will

be carried out in proportion to the financing that served as the basis for granting the participatory loan.

WHAT WE REQUIRE FROM YOU

- Involvement, effort, and commitment to the project.
- Company must be incorporated and have a **maximum age of 7 years (84 months)** from the opening date of the call.
- Company must have its **registered office, domicile for taxation**, and principal **place of business** in the Autonomous Community of Galicia by the deadline.
- Own the **intellectual property rights** for the idea/project submitted, or failing which, have the appropriate permissions from third parties to use the intellectual and/or industrial property.
- Participate in the welcome session (November 2023).
- Compulsory participation in both in-person and online **supervision and mentoring** activities carried out by the initiative. You are required to attend at least 4 hours of technical mentorship and another 4 hours of management mentorship per month. A mentorship report for each session completed will be written (following the template provided) and signed by one of the developers and the mentor. Once signed, the report should be uploaded to the BFA web platform.
- Compulsory participation of 1 person (must be the same person throughout the program) in the **Advanced Management Program** that will be held between November 2023 and March 2024 and in person way, once a week in the mornings, over 15 days. *Duration and training dates may be subject to slight modifications.*
- Attend at least 2 of the specialised workshops organised throughout the program (funding, patents, etc.)
- Support the networking sessions throughout the program.
- Comply with **milestones**, failing which, provide reasoned justification for default.

LEGAL ASPECTS

Given that information will be exchanged during the different stages of the programme, it is important to clarify the use of the same and any ensuing responsibilities.

ACCEPTANCE OF TERMS

Participation in the call implies the acceptance of these terms without reservations or conditions, as well as of any decisions that may arise.

If during programme implementation, it is detected that a member of a participating team does not fulfil the commitments acquired in the sworn affidavit, then in such a case, the Executive Committee reserves the right to demand compliance, and in case of non-rectification, proceed to the exclusion of the applicant.

Therefore, projects will be subject to continuous evaluation throughout all stages of the programme, and hence, any party that does not comply with the requirements, obligations and milestones established may be excluded from the same after a prior reasoned report from the Executive Committee of the programme and such party will consequently lose the benefits derived from the same.

Furthermore, BFA reserves the right to cancel, modify or discontinue any aspect or criterion of the call and selection process.

The commitment arising from acceptance of these terms will come into effect from the date of acceptance and will remain in force for five years after the deadline of the call for proposals in which the project was selected.

RESPONSIBILITY

Applicants will be responsible for all damages, direct or indirect, that are caused or may be caused due to default of these terms, and will exonerate programme managers from all responsibility in this regard, without any exception.

Applicants will likewise be responsible for any infringement of third party rights during their participation in this programme and shall compensate such affected third parties and, where appropriate, indemnify programme managers for any damage or injury caused and whether claimed in court or out of court. Such indemnity shall expressly include the fees of professionals participating in the proceedings that arise due to default of the obligations described herein.

INTELLECTUAL PROPERTY

Ownership (if possible) of the intellectual property rights of the idea/project submitted or having the appropriate permission for use are the minimum requirement set out in the terms and conditions.

All applicants shall guarantee that the content of their presentation is their original creation and does not violate any right, including intellectual property rights of third parties, and moreover, that the content is not illegal, nor was it created by breaching contractual obligation with a third party.

Information provided by applicants must be correct, true and complete, and applicants will assume full responsibility for any inaccuracies. Otherwise, BFA shall have the right, without prejudice to enforce any other legal means, to withdraw, refuse or cancel the rights granted to the applicant in these Terms.

The participants expressly authorise program managers to use their trade name and image in promotional materials relating to this call, without any consideration in return. By submitting the application, the applicant accepts that the application document was submitted on a voluntary basis.

The applicant accepts that programme managers shall decide on aspects related to the call, as well as on the final selection of projects under the programme. Applicants furthermore acknowledge that even though their project is selected, the program managers are not obliged to fully implement the programme.

DISCLOSURE OF INFORMATION

Participants consent to the use of basic information about the project during the evaluation processes referred to in the terms herein.

Furthermore, acceptance of these terms authorises sponsor entities to use the logo, project name and any other type of audio-visual means developed or recorded during the course of the programme, in all dissemination and communication activities that they consider fit, irrespective of the means or format used.

BFA shall keep confidential the contents of all ideas and projects submitted to this call and all data and information of any kind provided by the applicant, and furthermore undertakes not to use them for purposes other than those concerning this document.

COMMUNICATIONS

All notifications relating to programme implementation will be published on BFA's website (www.bfauto.es) and will be available for consultation at CEAGA's office in Vigo. Any other individual notification will be communicated by email or telephone to the applicant at the email or telephone number provided at the time of project registration on the website, or others subsequently provided by the main applicant of the project for this purpose.

PROTECTION OF PERSONAL DATA

In accordance with the Regulations on Personal Data Protection, it is reported that the data provided by the participants through the enrolment of their projects will be treated by the Promoters of the Program as stewards, whose identities can be consulted in the Point One "Introduction" of this document. In this way, it is reported that, under the provisions of Article 26 of Regulation (EU) 2016/679 on Data Protection, the promoters of the program have signed a co-responsibility agreement, where the obligations of each of the parties have been defined. in relation to compliance with data protection obligations.

So, it is appropriate to indicate that CEAGA is responsible for compliance with the information and consent duty, hence, the named entity always reports on behalf of the rest of the promoters in the terms indicated below.

The collected data as a consequence of this BFA Program will be treated in order to evaluate and assess the projects presented, to manage participation in the Program and to disseminate and publicly promote it. On the other hand, in order to achieve the goal of promoting and disseminating the Program, it is planned the realization and taking of images during the different acts that will take place during the term of the Program, so that they will be published. , as well as the data related to the different projects presented. This publication will be carried out through the different means of communication owned by the promoters of the Program, that is, websites, social networks and / or magazines or newspapers in paper or digital.

Personal information will not be collected, used or disclosed for purposes other than those described above, unless the participants give their consent or if there is any legal obligation to do so.

If through the participation in the Program, personal data are related to third parties other than the one presented by the project is provided, the participant undertakes previously to communicating the data to inform the holders of the data of the extremes included in this clause, abstaining from including them in case of not obtaining their consent in this regard.

No cessions or communications of data are foreseen except for those that are required for the processing of the partition in the Program, as it may be to insurers, financial or banking entities or public administrations. In this way, it is advisable to influence the

public nature that will be given to the participations in order to disseminate and promote the Program.

The data that are processed will be kept throughout the duration of the Program, as well as, as long as they are necessary to disseminate the activities and programs, regardless of the statutorily established limitation periods and while the statute of limitations for the exercise of the actions lasts. corresponding. On the other hand, it is reported that participants can exercise the access rights, rectification, cancellation and opposition provided for in the Law, by going, through any means that allows to prove the sending and receiving to CEAGA at the following address: Avda. Citroën , 3 and 5, Edificio Zona Franca 1ª Planta, 36210 Vigo, or through email bfa@ceaga.es. However, as indicated, the cancellation of data or opposition to the aforementioned purposes of treatment will be understood as a waiver of participation in the program.

For more information you can take a look on www.bfauto.es

In proof of compliance, just with the presentation or participation in the Program implies the acceptance of the terms contained in this document and especially in this clause of data protection.

CLAIMS

The Executive Committee and the participants in the programme agree to abide by Spanish law for the interpretation and enforcement of these terms.

Any dispute arising from the interpretation or execution of the present document will be resolved directly by the parties and they undertake in good faith, to put their best efforts to seek a mutually agreed solution to their disputes, in response to the joint intention expressed herein, within a maximum period of fifteen (15) working days effective from the date on which either party provided written notice to the other party in respect of any claim. The lack of response by the other party shall not affect the period mentioned above.

Any dispute, controversy or claim arising from this document or its interpretation that cannot be resolved in accordance with the provisions of the preceding paragraph, and any controversy or claim arising from default, termination or invalidity, shall be settled through arbitration. Such arbitration will be conducted in the city of Vigo. The arbitration award shall be final and not subject to appeal, and the parties renounce to any available remedy against the same.

MISCELLANEOUS

BFA does not guarantee the functioning and continuity of the web platform operations or services hosted therein, since there may be interruptions or snags during operations. BFA does not assume any liability for any damage or loss suffered by the complainant due to non-functioning or inability to use information or services provided through the platform. It will likewise not be liable for any damage or loss caused by interference, omissions, interruptions, computer viruses or disconnections in the portal and the services, including when arising due to causes beyond the control of BFA.

Applicants shall not use the platform to send content that violates the law or is morally unacceptable or any other harmful content that is abusive, disrespectful, defamatory, vulgar, obscene, racist or damaging in any other manner; or perform any unlawful or fraudulent act; or send any type of documentation or material that is unrelated to the purposes of the call or BFA as a whole. BFA reserves the right to remove any content that violates these terms.

Participants in the programme assume the obligation to provide, over the duration provided for in the last paragraph of section "Acceptance of the terms", any additional documentation that may be required by programme managers for compliance with the information obligations that arise from rules currently in force or which enter into force during the duration of the programme. Failure to comply with the provision of this information within the established period may result in cancellation and/or termination of the programme for the offenders.

COMPLIANCE

According to the obligations contained in the article 22 of EU Regulation 241/2021 of the European Commission, those private and public companies that are going to request the granting of aid from the Next Generation Funds must comply with the rules of prevention, detection and correction of the fraud, corruption and conflicts of interest. To ensure compliance with these obligations, the Ministry of Finance establishes, in Order HFP/1030/2021, that Spanish private and public companies are required to have an Anti-Fraud Measures Plan.

In this context, CEAGA has developed a Compliance program that includes all the internal rules, processes, policies and measures established with the aim of guaranteeing the correct use of funds and avoiding or mitigating the risk of any type of legal non-compliance.

For more information see www.ceaga.com

ANNEXES

ANNEX I: RULES ON THE CONDITIONS FOR SUBSIDIES GRANTED BY THE AXENCIA GALEGA DE INNOVACIÓN TO PROJECTS SELECTED FOR ENTRY INTO THE ACCELERATION STAGE

The third collaboration agreement signed between the Instituto Galego de Promoción Económica (IGAPE), Axencia Galega de Innovación (GAIN), Sociedad Gestora de Entidades de Inversión de Tipo Cerrado, S.A.U (XESGALICIA), Fundación Cluster de Empresas de Automoción de Galicia (CEAGA), Stellantis España S.L (STELLANTIS), Consorcio da Zona Franca de Vigo (CONSORCIO), Vigo Activo Sociedad de Capital Riesgo, SA SME (VIGO ACTIVO), to continue with an entrepreneurship centre in the automotive & mobility sector in Galicia (Business Factory Auto - BFA) and the realization of the 7th, 8th and 9th edition; foresees the granting by GAIN of aid to projects selected for entry into the acceleration stage.

Incorporated enterprises that comply with the requirements referred to in paragraphs 2 and 3 of Article 8 of Law 9/2007, of 13 June 2007, on subsidies in Galicia, may be considered as beneficiaries.

AMOUNT OF AID

GAIN will provide a maximum total grant amount of **€ 250,000 per call**, for distribution between the 10 projects selected for entry into the acceleration stage.

ELIGIBLE EXPENDITURE

Eligible costs include those made and actually paid since 01/01/2024. As an example, the following shall be considered as eligible expenses:

- Purchase of equipment.
- Hired staff expenses:
 - Staff costs (NOT included promoter/es of the project, not included shareholders), admitted with employment contract.
 - Cost of staff of shareholders with employment contract, admitted if they have less than 10% of the shares.
 - Staff Costs of the project promoters are not admitted.

- Subcontracting with research bodies, up to a maximum limit of fifty percent (50%) of the aid.
- Cost of consultancy for registering patents.
- Support services for preparation of business plan, market launch, or for seeking investors.
- Any other expense deemed relevant to the viability of the business plan.

If the sum of eligible expenditure exceeds the amounts established for small contracts in the consolidated text of the Public Sector Contracts Law, approved by Royal Legislative Decree 3/2011, of 14 November 2011; the beneficiary must obtain at least 3 bids from different suppliers prior to hiring service, except when due to its special characteristics, there are not enough entities in the market, or if the expenditure is incurred prior to grant application.

The Xunta de Galicia will carry out the financing of these grants through the mechanisms provided for in the legal system, being an essential condition for its granting, compliance by those selected with the legal requirements to be beneficiaries.

OBLIGATIONS OF BENEFICIARIES

Without prejudice to the other obligations set forth in Article 11 of Law 9/2007 of 13 June 2007, on subsidies in Galicia, all aid beneficiaries are obliged to:

- Refund the grant received, in the event of failure to comply with the conditions for participation in the Business Factory Auto, as provided for in these terms.
- Provide all information requested from them by the General Audit Office of the Autonomous Community, by the Court of Auditors and by the Board of Auditors, in the exercise of their functions of supervision and control of the expenditure of grant amounts; and submit to the verification proceedings carried out by the said bodies relating to the financial and other applicable controls; as well as those carried out by the aid granting body; and where appropriate, by the managing authority and, whenever pertinent, by the financial services of the European Commission and of the European Court of Auditors, and deliver all information required pertaining to the above proceedings.
- Inform the granting body of any subsidies, aid, income or resources that fund the activities subsidised. This notification shall be made as soon as such information is known and in any case prior to justifying application of the funds received.

- Whenever the sum of eligible expenditure exceeds the amounts set out in the consolidated text of the Public Sector Contracts Law, approved by Royal Legislative Decree 3/2011, of 14 November 2011, for small contracts, justify that at least three offers from different providers were obtained, prior to recruitment of work, provision of service or delivery of goods, except when due to its special characteristics, there are not enough entities in the market, to undertake, give or supply the same, or when the expenditure is incurred prior to grant application, in accordance with paragraph 3 of Article 29 of the said Act, as amended by the second final provision of Law 2/2013, of 27 February 2013, on the Regional General Budget of the Autonomous Region of Galicia for the year 2013.

PAYMENT SYSTEM

In accordance with Article 31.6 of Law 9/2007, of 13 June 2007, on subsidies in Galicia, and in Articles 62 and 63 on the rules of implementation of the aforementioned Law; advance payments may be provided (that is delivery of funds prior to justification) as funding needed to carry out the actions inherent to the grant, when it essential to implement the projects selected for entry into the acceleration stage, as follows:

- **First Payment:**

a maximum of 80% of the amount allocated to each of the selected projects may be paid in advance; upon request and agreement full delivery of all the documentation requested to be able to make this advance payment.

- **Final Payment**

Unanticipated amounts must be justified and paid in the currently year. The issuance of this payment will require the approval from GAIN to the justification and remaining documentation presented.

GUARANTEE SCHEME

Article 65 of Decree 11/2009, of 8 January 2009, approving the rules of procedure related to the Law on Subsidies, establishes that the beneficiaries and collaborators are obliged to provide guarantees, among others, in cases where there is a possibility of making advance payments.

This agreement establishes advance payment of up to 80% of the amount intended for financing the projects, and for a maximum of 10 projects that are selected for entry into the acceleration stage.

Given that the purpose of such advance payment is to support the various projects and facilitate their formalisation or incorporation in companies and to reduce the economic burden borne by new companies, both at the time of incorporation and during initiation

of activity, the provision of the legal guarantee foreseen is waived, in accordance with the provision contained in Article 67 on the rules of procedure related to the Law on Subsidies, which authorises the Management Board of the Xunta to waive the provision of guarantees.

MODIFICATION OF ACTIONS

Modification of any actions to be carried out, that alters the conditions taken into account at the time of granting authorisation, may give rise to the modification of the subsidy granted. In any case, the said modification shall only be made after a favourable report is obtained from the Executive Committee.

The procedure for the approval of modification of actions will begin with a request for modification sent by the applicant, indicating the scope of the proposed modification, in a way that clarifies the actions that will be modified and the manner in which project will be implemented. Said request will be submitted through the Xunta de Galicia electronic office, addressed to the Axencia Galega de Innovación.

After receiving the request, GAIN will proceed towards obtaining the corresponding favourable report or the OK from the Executive Committee.

GAIN will then approve the proposed change, after undertaking the proceedings mentioned above. The modification will then be formalised into the corresponding document or addendum.

COMPATIBILITY WITH OTHER AIDS

Funding provided in this programme is compatible with aid from other national or international public administrations, agencies and public or private entities, and in no case, can either on its own or jointly with other grants, aids, income or resources, exceed the cost of the activity financed.

However, as indicated hereinabove, entities whose projects were subsidised and/or financed by GAIN and/or XESGALICIA under any other acceleration or financing programme, shall be ineligible for economic aid provided for in this call.

APPLICABLE LEGAL FRAMEWORK AND REFUNDS

These grants will be subject to the provisions of Law 9/2007, of 13 June 2007, on subsidies in Galicia; and to Decree 11/2009, of 8 January 2009, approving its rules of procedure. They will also be subject to the basic provisions of Law 38/2003 of 17 November 2003, on general subsidies and its implementing regulation, approved by Royal Decree 887/2006, of 21 July 2006.

In case of non-compliance with the conditions laid down for granting aid as per the terms provided for in Title II of Law 9/2007, of 13 June 2007, on subsidies in Galicia, all funds received shall be repaid in part or full.

Likewise, a total or partial refund is foreseen, in case of non-compliance and/or improper use of the acceleration by any of the 10 projects selected in the final stage, which should be reflected in a sufficiently reasoned report.

They will also be subject to the provisions laid down in Regulation (EU) No 1407/2013 of 18 December 2013, on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid (OJEU L352/1, of 24 December 2013).

DOCUMENTATION TO BE SUBMITTED WHEN REQUESTING PAYMENT FOR AMOUNTS GRANTED OF THE PROJECTED PAYMENTS

The documentation will be presented through the Xunta de Galicia electronic office, addressed to the Axencia Galega de Innovación

Along with the supporting documents listed in the Annex herein, the beneficiary shall submit a statement of all aid received by the company under the *de minimis* concept, for the two previous fiscal years and for the current fiscal year.

Supplementary declaration on all aid requested for the same project, whether approved or granted, including if awaiting a decision from the competent Public Administrations or its related or dependent entities, as well as from private entities.

DOCUMENTS REQUIRED FOR THE PAYMENT OF THE FIRST INSTALMENT

The beneficiary must submit the following documents:

- Request for payment
- Fiscal identification number (NIF)/Passport
- Certification from the financial institution regarding ownership of the bank account in which payment is to be made, stating the business name and NIF, as well as the international bank account number (IBAN) or the international bank identifier code (BIC/SWIFT)
- Certification of being up to date with the state and the Autonomous Community tax obligations and with the Social Security. These certifications must be updated at the time of request for final payment, if they are not valid at the time of request.

The request for payment must be submitted together with the accompanying documents within the established deadlines, which shall be conditioned to the dates of each call and shall be communicated to participants at the beginning of the acceleration stage.

DOCUMENTS TO BE SUBMITTED FOR FINAL PAYMENT

At the end of the different stages of the programme, the beneficiary shall submit the following documents for payment of the amount provided for in the third clause, concerning the financing of activities related to the implementation of the projects selected for entry into the acceleration stage:

- Request for payment.
- NIF/Passport (whenever applicant is different).
- Certifications of being up to date with the state tax and Autonomous Community tax obligations and the Social Security ones, if the ones submitted at the time of the request for payment of the advance amount are not in force.
- Proof of VAT exemption, if exempt from VAT.
- Acquittance referred to in Article 48.2 (g) of Decree 11/2009, of 8 January 2009, approving the Regulations of the Law on Subsidies in Galicia, relating to the reinstatement of unapplied funds, as well as any interests accrued; and enforceable whenever payment of advances is foreseen.
- Explanatory report of actions taken justify fulfilment of the grant award conditions, by indicating activities and goals achieved. The beneficiary may submit other documents or material it considers fit to better justify the actions subsidised. This report should cover both the actions carried out with the amount advanced, as well as those relating to payment of the remaining amount.
- Explanatory economic report: the cost of the activities undertaken will be justified through:
 - A classified list of the expenses and investments incurred during project implementation, that identifies the creditor and the document, amounts, date of issue and, when pertinent, the payment date.
 - Proof of actual expenditure incurred: originals or certified copies of invoices and documents of equivalent probative value under business or administrative law, in relation to items referred to in the previous paragraph and incurred within the year of the respective call.
 - Justification of payments made bank transfer, original bank statement or bank payment extract. These documents should clearly identify the receiver, the sender and the concept of payment. Cash payments will not to be accepted.

The documents required shall be submitted within the deadlines established by GAIN, reflected in Annex I of the Individual Agreement.

SUBCONTRACTING

In relation to the possibility of subcontracting, beneficiaries must submit an express statement declaring that the persons or entities contracted and/or subcontracted for the subsidised activities are not related undertakings, in accordance with Article 27.7 of Law 9/2007, of 13 June 2007, on subsidies in Galicia and its Rules of Procedure.

ANNEX II: DOCUMENTS TO BE SUBMITTED TO VIGOACTIVO FOR FUNDING EACH OF THE PROJECTS IN THE ACCELERATION OR CONSOLIDATION STAGE

The general conditions for the projects selected to participate in the 7th edition of the Business Factory Auto to obtain financing from Vigo Activo, both in the acceleration phase and in the consolidation phase are:

- The deadline for submitting the financing request will be from the beginning of the acceleration/consolidation phase until its completion.
- The company must be incorporated, have the main center of activity and its social and fiscal headquarters in Galicia.
- The financed projects will require subsequent monitoring and they must provide periodic financial information or any other deemed appropriate.
- In the event that the company already had previous financing by Vigo Activo or the project had been financed through another similar acceleration or consolidation program of the Galician network of accelerators of the Xunta de Galicia, it will not be able to obtain financing in the BFAuto program, unless otherwise agreed by the investment committee and by the Board of Directors of Vigo Activo.
- This financing is compatible with other grants from another public administration, public or private entity, national or international entity for the same purpose, without, in any case, isolated or in concurrence with other subsidies, aid, income or resources that exceed the cost of the financed activity or the maximum limits of public financing.
- In the case of abandoning, not complying with what is established in the acceleration/consolidation program or that the report of the technical or management tutor is unfavorable regarding the development of the project, it will entitle Vigo Activo not to make the pending payments, as well as to resolve the loan provided that a negative evolution of the development of the project is inferred from said report in the terms presented to Vigo Activo and which served as the basis for the granting of this financing.

BUSINESS PLAN DOCUMENTATION

- Identification of contact persons.
- Company shareholding structure: evolution of the shareholder from the constitution to the current date, with identification of the shareholders, contributions made by each of them, number of shares associated with each shareholder and price per share.
- Background and description of the project.
- Description of technology and product / service. Development status, degree of product maturity, description of the development process and associated technical risks until obtaining an MVP. Possible commercial applications of the product.
- Degree of protection of the technology / product and protection status.
- Business opportunity. Product / service value proposition and potential market.
- Target sector / sectors and competition. Differentiation with respect to competition or substitute products.
- Business model. Monetization strategy.
- Marketing strategy. If they exist, list of key clients and pipeline of business opportunities under negotiation.
- Company team: current team and future additions. CV of the key team people (technical, commercial and financial management).
- Power Point summary of the main variables (model provided by Vigo Activo).

FINANCIAL DOCUMENTATION

- If the company is already constituted, annual accounts for the last 2 financial years. If the accounts are audited, the project must present the corresponding audit reports. Balance, Profit and Loss account and treasury statements as of the closing date of the last quarter.
- Balance, income statement and cash flow statement for the next 2 years, according to a breakdown of the Excel model provided by Vigo Activo.

LEGAL DOCUMENTATION

- Company's valid Memorandum and Articles of Association.
- Breakdown of share capital and members of the management board.
- Copy of the member registration book.
- Composition of the capital and members of the management board.
- Affidavit regarding disputes in which the company, its partners and/or administrators are involved.
- All documentation and information necessary for the knowledge and correct understanding of the legal situation of the company.

DOCUMENTS RELATED TO THE PREVENTION OF MONEY LAUNDRING (PBLAC):

- Customer Identification Form.
- ID Card (DNI) number (or equivalent) of the company representative and of the real owners.
- Deed of real ownership.
- Final Company Fiscal Identification Number (CIF).
- Certificate of bank current account indicating all account holders in the same.

ANOTHER DOCUMENTATION:

- CIRBE report of the Banco de España (Bank of Spain).
- In the event that the project or company requests other grants for the same project, the company will provide a responsible statement of all the requests made or granted by other administrations or public / private entities, indicating the state they are in (approved, granted, denied or pending resolution). Otherwise, declaration of not having requested them.
- Certificate of being up to date with the different public administrations (AEAT, Social Security and Autonomous Community).
- If this were the case, commitments made with other accelerators.
- Documents relating to ownership of technology and/or exploitation rights of the same.
- In case of non-cash contributions, documentation on the valuation of the assets.
- List of aid requested from IGAPE administration for this project and certificate of having no debts with said administration.
- Adherence to the internal rules on advertising (template provided by Vigo Activo).
- Authorisation for use of the company logo by Vigo Activo.

Any document or information needed for proper understanding and knowledge of the business plan, or the economic and legal situation of the company.

The documents related to the business plan should be submitted in Galician or Spanish, the amounts must be in Euro and they must be signed by the legal representative of the company. The financial and legal documents, if not in Galician or Spanish, must be translated by a sworn translator.

The name of Vigo Activo shall not be used to obtain other possible financing for the project, unless expressly authorised by Vigo Activo, which shall be exempt from any consequences arising due to non-funding of the project, whatever be the cause.

ANNEX III: DOCUMENTS TO BE SUBMITTED TO XESGALICIA FOR FUNDING EACH OF THE PROJECTS IN THE ACCELERATION OR CONSOLIDATION STAGE

The general conditions for the projects selected to participate in the 7th edition of the Business Factory Auto to obtain financing from Xesgalicia, both in the acceleration phase and in the consolidation phase are:

- The deadline for submitting the financing request will be from the beginning of the acceleration/consolidation phase until its completion.
- Fully documentation detailed in this Annex III of the 7th edition Terms of Business Factory Auto.
- The company must be incorporated, have the main center of activity and its social and fiscal headquarters in Galicia.
- The financed projects will require subsequent monitoring and they must provide periodic financial information or any other deemed appropriate.
- In the event that the company already had previous financing by Xesgalicia or the project had been financed through another similar acceleration or consolidation program of the Galician network of accelerators of the Xunta de Galicia, it will not be able to obtain financing in the BFAuto program, unless otherwise agreed by the investment committee and by the Board of Directors of Xesgalicia.
- This financing is compatible with other grants from another public administration, public or private entity, national or international entity for the same purpose, without, in any case, isolated or in concurrence with other subsidies, aid, income or resources that exceed the cost of the financed activity or the maximum limits of public financing.
- In the case of abandoning, not complying with what is established in the acceleration/consolidation program or that the report of the technical or management tutor is unfavorable regarding the development of the project, it will entitle Xesgalicia not to make the pending payments, as well as to resolve the loan provided that a negative evolution of the development of the project is inferred from said report in the terms presented to Xesgalicia and which served as the basis for the granting of this financing.

BUSINESS PLAN DOCUMENTATION

- Identification of contact persons.
- Company shareholding structure: evolution of the shareholder from the constitution to the current date, with identification of the shareholders, contributions made by each of them, number of shares associated with each shareholder and price per share.
- Background and description of the project.
- Description of technology and product / service. Development status, degree of product maturity, description of the development process and associated technical risks until obtaining an MVP. Possible commercial applications of the product.
- Degree of protection of the technology / product and protection status.
- Business opportunity. Product / service value proposition and potential market.
- Target sector / sectors and competition. Differentiation with respect to competition or substitute products.
- Business model. Monetization strategy.
- Marketing strategy. If they exist, list of key clients and pipeline of business opportunities under negotiation.
- Company team: current team and future additions. CV of the key team people (technical, commercial and financial management).
- Power Point summary of the main variables (model provided by Xesgalicia).

FINANCIAL DOCUMENTATION

- If the company is already constituted, annual accounts for the last 2 financial years. If the accounts are audited, the project must present the corresponding audit reports. Balance, Profit and Loss account and treasury statements as of the closing date of the last quarter.
- Balance, income statement and cash flow statement for the next 2 years, according to a breakdown of the Excel model provided by Xesgalicia.

LEGAL DOCUMENTATION

- Company's valid Memorandum and Articles of Association.
- Breakdown of share capital and members of the management board.
- Copy of the member registration book.
- Composition of the capital and members of the management board.
- Affidavit regarding disputes in which the company, its partners and/or administrators are involved.
- All documentation and information necessary for the knowledge and correct understanding of the legal situation of the company.

DOCUMENTS RELATED TO THE PREVENTION OF MONEY LAUNDRING (PBLAC):

- Customer Identification Form.
- ID Card (DNI) number (or equivalent) of the company representative and of the real owners.
- Deed of real ownership.
- Final Company Fiscal Identification Number (CIF).
- Certificate of bank current account indicating all account holders in the same.

ANOTHER DOCUMENTATION:

- CIRBE report of the Banco de España (Bank of Spain).
- In the event that the project or company requests other grants for the same project, the company will provide a responsible statement of all the requests made or granted by other administrations or public / private entities, indicating the state they are in (approved, granted, denied or pending resolution). Otherwise, declaration of not having requested them.
- Certificate of being up to date with the different public administrations (AEAT, Social Security and Autonomous Community).
- If this were the case, commitments made with other accelerators.
- Documents relating to ownership of technology and/or exploitation rights of the same.
- In case of non-cash contributions, documentation on the valuation of the assets.
- List of aid requested from IGAPE administration for this project and certificate of having no debts with said administration.
- Adherence to the internal rules on advertising (template provided by Xesgalicia).
- Authorisation for use of the company logo by Xesgalicia.

Any document or information needed for proper understanding and knowledge of the business plan, or the economic and legal situation of the company.

The documents related to the business plan should be submitted in Galician or Spanish, the amounts must be in Euro and they must be signed by the legal representative of the company. The financial and legal documents, if not in Galician or Spanish, must be translated by a sworn translator.

The name of Xesgalicia shall not be used to obtain other possible financing for the project, unless expressly authorised by Xesgalicia, which shall be exempt from any consequences arising due to non-funding of the project, whatever be the cause.

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