



This document is a translation of the original Spanish version. In the event of any discrepancy, contradiction, or inconsistency between the two versions, the Spanish version shall always prevail

Conditions for Participation in the Incentive Program for Ambassadors to Attract FDI to the Canary Islands

CANARY ISLANDS ECONOMIC DEVELOPMENT SOCIETY S.A. (Proexca)

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1. BACKGROUND

The Government of the Canary Islands is pursuing with the “**Operational Strategy for the Internationalization of the Canary Islands Economy**”(hereinafter EOIEC) the strengthening of the Canary Archipelago to transform it into a logistics and business hub, as a center for attracting international investment that will boost the Canary Islands' economy and, at the same time, reinforce the Islands as a center for economic and social relations in the mid-Atlantic and West Africa. The ultimate goal is job creation and the generation of new opportunities for businesses in the islands.

From this, different projects are derived, with specific deliverables and resources, among which is the initiative “*Launch an incentive program for Ambassadors*”.

In this context, Sociedad Canaria de Fomento Económico, S.A. (Proexca) is launching an incentive program for Ambassadors with the aim of identifying and attracting foreign direct investment projects to the Canary Islands, which will be governed by the following **CONDITIONS OF PARTICIPATION**.

2. PROGRAM DESCRIPTION

2.1. Denomination

“Business Ambassadors Program” is an incentive program aimed at Ambassadors for the attraction of foreign direct investment to the Canary Islands in those sectors declared as priorities by the Government of the Canary Islands, and specifically by the Investment Attraction Strategy to the Canary Islands of Proexca, the entity that manages this program.

In it [Annex I](#), the definition and concepts of the vocabulary specific to these TERMS OF PARTICIPATION are included as an integral part of these TERMS OF PARTICIPATION.

2.2. Objective

Proexca directs this program towards two (2) fundamental objectives:

2.2.1. Generation of Qualified Leads

Looking for generating opportunities to attract foreign investment projects in the Canary Islands with a high probability of success (achievement of objective 2.2.2.Effective Implementation of a New Company/Activity in the Canary Islands), through Qualified Leads.

A qualified lead is the category awarded to a foreign company or investor that achieves this status after an information exchange process designed to facilitate their decision-making regarding a potential business establishment in the Canary Islands. Each lead is qualified through:

- the provision of information about the investor and the investment project, in accordance with the provisions of subsequent sections,
- the analysis of this information by the Ambassador and Proexca,
- a formal meeting between the Ambassador, the investor and Proexca.

If this objective is achieved, the Ambassador will receive the program benefits, according to their category as indicated in the [section 2.3](#) and, where applicable, in accordance with the requirements and amounts specified

in the section 2.5.1, under the terms and conditions agreed with the Ambassador in the Service Provision Contract of [Annex III](#) member of these PARTICIPATION CONDITIONS.

Additionally, a project from a "Site Selector" may be considered a Qualified Lead if it includes the Canary Islands in a final list of locations, provided that the following conditions are also met simultaneously:

- The lead must have a genuine interest in investing in the Canary Islands, represent an opportunity for the Islands, and be accepted by Proexca,
- The Site Selector must put Proexca in contact with the Lead via email, who must designate a direct representative with expressly conferred powers for decision-making; and
- The Lead's visit to the Islands must be organized or, failing that, a teleconference with Proexca (in this case, Proexca will assess the acceptance of said format, leaving the terms and conditions required in relation to the chosen format at its sole discretion).

2.2.2. Effective Implementation of a New Company/Activity in the Canary Islands

This is the implementation and effective operation of a new company/activity in the Canary Islands; this is a success-based objective, in which the attraction of investment from the Qualified Lead is completed. If this objective is achieved, the Ambassador will receive their incentive, provided that the requirements are met, according to the amounts indicated in the section 2.5.2, under the terms and conditions agreed with the Ambassador in the Service Provision Contract of [Annex III](#) member of these PARTICIPATION CONDITIONS.

2.3. Prescription categories

In this incentive program, Ambassadors will be classified into three (3) categories, from lowest to highest: "Bronze," "Silver," and "Gold." Each category will have a different level of benefits and requirements, which will increase as you move up the categories. **In any case, the assignment of category to each Ambassador will be the exclusive responsibility of Proexca.**

- **Bronze:** This category will allow Proexca to verify and evaluate the validity of the Ambassador. All Aspiring Ambassadors who pass the selection process (described in the [section 5](#)Phase III) will have, as a starting point in the program, the "Bronze" classification.

Benefits of the program ([section 2.4](#)) to which it has access: 1 to 4 inclusive. In this case, benefit 1 is materializes through "initial" accreditation, that is, the Letter of Performance.

- **Silver:** A "Bronze" Ambassador may be promoted to the "Silver" category when they have generated at least, alternatively:
 - Two (2) Qualified Leads or with the Effective Implementation of one (1) investment during the last year in the Canary Islands.

For those Ambassadors who do not have prior professional experience with the Canary Islands, Proexca may consider including them directly in the "Silver" category provided they are able to demonstrate at least:

- The effective implementation of three (3) investments in the rest of the Spanish territory that exceed, in total, €500,000 of investment or the effective implementation of five (5) investments outside the Spanish territory that, considered in total, exceed an investment of €1M, during the last year."

Benefits of the program ([section 2.4](#)) which he/she accesses: all except 7 and 8.

Gold: Ambassadors whose activity results in the recurring attraction of leads and effective implementations will be able to access the "Gold" category, where they can enjoy all the advantages of the incentive program determined in the [section 2.4](#).

For those Ambassadors who do not have prior professional experience with the Canary Islands, Proexca may consider including them in the "Gold" category provided they are able to demonstrate at least, alternatively:

- The Effective Implementation of more than ten (10) investments or a total investment attracted of at least €10M in the last two (2) years.

Benefits of the program ([section 2.4](#)) to which it has access: all.

2.4. Benefits of the program

- 1) **Accreditation:** Obtaining a letter nominative Issued by Proexca, this certificate will accredit its holder as a Proexca Ambassador, providing reliability and security for potential investors. Proexca reserves the right to withdraw this accreditation at any time, after notifying the Ambassador, without any right to compensation of any kind for the Ambassador.
- 2) **Information:** The Ambassador will receive from Proexca sufficient and specific information to be able to develop the activity before possible investors, relating to the regulations and rules applicable in the Canary Islands, the specificities of the sectors, as well as the success stories of companies already established in the islands and other examples for the action of attracting Qualified Leads and/or Effective Implementations.
- 3) **Documentation and promotional information booklets:** Delivery of both the documentation and the notebooks useful for performing the function of Ambassador, with all the specific information to go to each particular sector, suggested by Proexca, without prejudice to the fields of action that the Ambassador decides to address at any given time at his discretion.
- 4) **Institutional Support:** Support through Proexca from Canary Islands public and/or private agents in internationalization in the intermediation functions performed by the Ambassador (e.g., attendance at key meetings, video calls, etc.)
- 5) **Proexca personnel assigned:** A contact person will be designated at Proexca to whom the Ambassador and/or the Lead may reach out, thereby improving and facilitating communication throughout the intermediation process.
- 6) **Commissions:** performance-based incentives, described in the [section 2.2](#) and whose quantification and conditions are describe in it [section 2.5](#) of these PARTICIPATION CONDITIONS.

- 7) **Conducting investment attraction events.** Investment-raising events or missions, either commissioned by Proexca to the Ambassador or co-organized by Proexca and the Ambassador. This option is only available to Ambassadors in the "Gold" category. The specific conditions for this option will be determined by Proexca for each individual event, and its implementation will be contingent upon the availability of budgetary funds.
- 8) **Priority in institutional contact.** Priority access for holding meetings with the Proexca executive, as well as with the Presidency of the Government of the Canary Islands. Prior request will be required (at least four (4) days in advance), in writing and through the information channels expressly enabled in these CONDITIONS OF PARTICIPATION and/or in the Service Provision Contract of the [Annex III](#), as part of these PARTICIPATION CONDITIONS, indicating the agenda. Proexca will assess the appropriateness of the meetings, the contact person, and the requirement that must be met at each time to access this activity, always subject to the availability and schedule of the members of the Proexca executive committee and/or the Presidency of the Government of the Canary Islands.

2.5. Commissions

The following performance-based incentive scheme is established, linked to and conditional upon the availability of budgetary funds. Incentives will be granted in strict order of their approval.

The accrual of the incentive corresponding to the generation of Qualified Leads and Effective Implementations will have the amounts defined in the [section 2.5](#) of the participation conditions of the "Business Ambassadors Program". In any case, the total amount payable will be less than 15,000 Euros per Ambassador in the current year.

2.5.1. Commissions for the generation of Qualified Leads

A. Imported

The incentive to be paid to the Ambassador will be an amount of €300 gross for those leads that are qualified electronically, and €1,000 gross for those leads that visit the Islands in person and can be qualified in person.

A single Ambassador may receive a maximum amount of seven thousand five hundred euros (€7,500) gross for presenting Qualified Leads, with a minimum of three (3) Leads to be qualified in person, with the remainder being Qualified Leads obtained remotely, if necessary. If the Ambassador generates one (1) Effective Implementation, these limits will not apply.

Incentive for generating qualified leads	
Grading format	Amount
In person	€1,000 (one thousand euros)
Telematics	€300 (three hundred euros)

In the event that a Qualified Lead has been qualified remotely and subsequently makes a face-to-face visit to the Canary Islands and meets with Proexca as part of their investment process in the Islands, the additional seven hundred euros (€700) may be accrued up to a total of one thousand euros (€1,000) for face-to-face qualification.

In the event that the Ambassador has recently been promoted to the "Silver" category, Proexca will assess at the end of the current year the possibility of accruing the amounts corresponding to the Qualified Leads obtained during their classification in the "Bronze" category and in the Service Provision Contract of the [Annex III](#) part of these PARTICIPATION CONDITIONS, subject to budgetary availability.

Proexca is expressly authorized to modify these PARTICIPATION CONDITIONS, as well as the amounts indicated as commission, without any right to compensation in favor of the Ambassador.

B. Requirements

The Ambassador is entitled to receive the commission if he is responsible for signaling (Opportunity Signaling) the opportunity to Proexca, that is, the opportunity came to Proexca's attention from the Ambassador.

For the purpose of preventing fraud and/or malpractice, the Ambassador shall ensure and be directly responsible at all times for the authenticity and veracity of the information provided to Proexca personnel. If the information is incomplete, unclear, or false, it may result in the lead's rejection or even the referrer's expulsion from the program, without the possibility of readmission to this or any other edition. This is without prejudice to any civil and/or criminal liability that may have been incurred.

An Opportunity Sign, to be accepted, must contain at least the following verified information:

- Sufficient identification of the project or the company/entrepreneur: company name (full name if a natural person), tax identification number (ID/NIF/Passport or equivalent if a natural person), website, etc.
- Contact details of the person responsible for decision-making regarding implementation in the Canary Islands (email address, landline phone number, mobile phone number, etc.).
- Brief description of why the Lead is considered an opportunity for attracting and implementing a foreign investment project in the Canary Islands.
- Documentation proving that the Lead is up to date with his obligations to Social Security and the Tax Agency.
- Signature of a declaration of responsibility by the Ambassador, under which:
 - 1. Declare that the Lead is not subject to any legal cause of prohibition and incompatibility to contract with the public sector.
 - 2. Declare that the Lead has an effective and efficient model that allows it to meet the most demanding standards in relation to compliance with legal, ethical and moral norms, adopting the necessary measures to prevent and detect fraud, corruption and conflicts of interest.

- 3. Declare that the Lead has implemented the necessary and required control measures regarding the regulation of the prevention of money laundering and the financing of terrorism, in accordance with the applicable regulations in force.
- 4. Declare that the presented Lead meets all the required requirements, the information is truthful and that the capital comes from outside the Canary Islands, proving it with sufficient documentation.
- 5. State the probability of success for the Lead to execute the investment and implement it (effective implementation), in the opinion of the Ambassador (in a range of 0-100, with 100 being effective implementation).

In the emails sent by the Ambassador to Proexca the Ambassador must copy a legal representative with powers of representation and holding a position of responsibility in the company with potential investment (Lead). The Ambassador must have previously obtained the Lead's express authorization to send the documentation and to include them as a visible copy in the email. The Ambassador expressly releases Proexca from any liability in the event that such authorization has not been obtained the explicit authorization of the Lead.

Qualified Leads corresponding to possible investments of companies/entrepreneurs whose registered office or main tax domicile is located outside the Canary Islands, and who have a minimum initial investment of at least fifty thousand euros (€50,000), and/or the creation of at least three (3) permanent jobs in the first year after their creation, in addition to being economically, patrimonially and financially viable.

As a general rule, Qualified Leads that have been presented under other similar Proexca programs and/or editions, or that have benefited from Proexca funds and/or promotional activities such as trade missions, webinars, the Single Business Window (VUI), etc., are not eligible. However, Proexca may review and approve compatibility with other programs.

The assigned Proexca staff must have previously validated the Opportunity Signal, after reviewing all the documentation submitted by the Referrer and the investing company/entrepreneur (Lead). This process will be carried out, to the extent possible, in coordination with the Proexca International Network representative in the country of origin of the investment. Furthermore, the Referrer must have previously signed and stamped the Service Provision Agreement. [Annex III](#) part of these PARTICIPATION CONDITIONS that allows for the processing of payments, as well as the issuance of the corresponding invoice.

The Opportunity Signage must be completed by filling out the form electronically. [Investment Opportunity Submission Form](#) which will be enabled in the [Proexca website](#) duly completed and with the attached documentation required and/or proceed.

a. Exclusions

Investments attracted from companies/entrepreneurs/projects (Leads) belonging to the following sectors will not be eligible for the incentive:

- Hospitality.
- Tourist accommodations.
- Construction.
- Retail trade.
- Real Estate.
- Others are considered by Proexca as non-strategic, unless they represent a significant opportunity for job creation and investment. In this case, Proexca will study the specific case to determine whether or not to proceed the qualification of the Lead.

2.5.2. Commissions for the Effective Implementation of a New Company/Activity in the Canary Islands

A. Imported

With calculate adding the base of the incentive “A” (4.000 €) and any applicable “B” bonuses for each implementation, according to the following Table of Incentives for Effective Implementation Generation. These amounts are gross.

Incentives for generating effective implementations	
Concept	Between €4,000 and €10,000
A) Base	€4,000 (four thousand euros)
B) Applicable bonuses	-
b.1) Through job creation	€1,000 (one thousand euros)
b.2) By investment generated	€1,000 (one thousand euros)
b.3) By establishment on a non-capital island	€1,500 (one thousand euros)
b.4) By opening in the ZEC	€1,000 (one thousand euros)
b.5) By the origin of the Qualified Lead	€1,000 (one thousand euros)

Based on incentive “A”, several bonuses from incentives “B” can be applied, potentially reaching a maximum of six thousand euros (€6,000) in additional bonuses. Therefore, the maximum incentive the Ambassador can receive is ten thousand euros (€10,000). The bonuses will be applied as detailed below:

- b.1: bonus to be added on base “A” cumulatively for every ten (10) jobs created in the Effective Implementation, above five (5) jobs, up to a maximum of five thousand euros (€5,000).
- b.2: Bonus to be added to base “A” cumulatively for every five hundred thousand euros (€500,000) of investment in a Capital Island generated above one hundred thousand euros (€100,000). Fifty thousand euros (€50,000) in case of investment in a non-capital island, up to a maximum of five thousand euros (€5,000).
- b.3: bonus to be added on base “A” when the Effective Implementation takes place in any of the non-capital islands.
- b.4: bonus to be added to base “A” when the Effective Implementation involves the creation of a company in the Canary Islands Special Zone (ZEC).
- b.5: bonus to be added on base “A” when the Effective Implementation comes from one of the strategic markets for Proexca (North America, Europe) Latin America).

Proexca is expressly authorized to modify these PARTICIPATION CONDITIONS, as well as the amounts indicated as commission, without any right to compensation in favor of the Ambassador.

B. Requirements

All those will be eligible implantations effective of companies/entrepreneurs/projects whose registered office or tax domicile is located outside the Canary Islands, which generate at least three (3) permanent jobs in the first year of their creation, and involve a minimum initial investment of at least fifty thousand euros (€50,000).

The Ambassador must provide the following documentation and actions from the in it [Investment Opportunity Submission Form](#) which will be enabled in the [Proexca website](#), so that Proexca can certify the implementation as valid for the purposes of the program:

- 1) [Document of creation/registration of the company/entrepreneur or project](#). In the case of a newly created company, through the registration of the company in the Commercial Registry with proof of its registered office in the Canary Islands territory, and if it is not newly created, opening of a branch or permanent establishment, for the first time in the Canary Islands territory, as well as a census declaration of registration in the Tax on Economic Activities (IAE) and, where applicable, ZEC authorization.

In the case of a project, it will be necessary to provide the original documentary justification or an authorized copy of the technical and economic report, including details of the investment, identity of the investor/promoter of the project, and location in the Canary Islands where the project will be carried out.

THE Further documentation may be required if Proexca deems it necessary.

- 2) [Business plan of the company/entrepreneur/project](#), issued by the company/investor that includes at least the following points relating to the business plan for its implementation in the Canary Islands:

- Project name and general information.

- Legal form and CNAE activity/s.
- Amount and future location of the investment in the first two (2) years.
- AND jobs to be created in its implementation in the Canary Islands in the first two (2) years.
- Description of the economic activities to be developed from the Canary Islands.
- Project feasibility and economic, patrimonial, financial and technical solvency.
- Contribution to the economic and social development of the Canary Islands.

3) Signature of a declaration of responsibility by the Ambassador, under which:

- Declare that the Lead is not subject to any legal cause of prohibition and incompatibility to contract with the public sector.
- Declare that the Lead has an effective and efficient model that allows compliance with the most demanding standards in relation to legal, ethical and moral norms, adopting the necessary measures to prevent and detect fraud, corruption and conflicts of interest.
- Declare that the Lead has implemented the necessary and required control measures regarding the regulation of the prevention of money laundering and the financing of terrorism, in accordance with the applicable regulations in force.
- Declare that the submitted Lead meets all the required requirements, the information is truthful and that the capital comes from outside the Canary Islands, proving it with sufficient documentation.
- State the probability of success for the Lead to execute the investment and implement it (effective implementation), in the opinion of the Ambassador (in a range of 0-100, with 100 being effective implementation).

4) In-person or online meeting, with the person responsible and with decision-making and binding powers (the “decision-maker”) for the implementation in the Canary Islands, in order to corroborate the data previously presented.

3. BASIC REQUIREMENTS FOR ALL APPLICANT AMBASSADORS

Applicant Ambassadors who do not meet the following minimum requirements at the time of submitting their application will be excluded from the process:

- 1) Be of legal age or emancipated and have full legal capacity and capacity to act.
- 2) Demonstrable experience of at least one (1) year in economic activities relevant to the role of Ambassador and/or significant relationships with relevant stakeholders in the program's Target Markets. This experience will be accredited through the submission of a Curriculum Vitae (CV) or, in the case of legal entities, a report of activities justifying their experience and knowledge of the Target Markets, outlining, regardless of the Ambassador's nature and in any case, the background related to the initiative's objective that demonstrates their suitability as a Ambassador and their placement in one of its categories ("Gold", "Silver", "Bronze") in particular, in accordance with the [section 2.3](#).
- 3) Likewise, the Ambassador undertakes to inform Proexca of any changes in their personal or

professional circumstances that could affect the proper functioning of the program, constitute a conflict of interest, incur a legal cause of prohibition and incompatibility to contract with the public sector, or affect their confidentiality commitments..

4. BASIC OBLIGATIONS OF AMBASSADORS

By simply being admitted to the program, Ambassadors assume the following basic obligations:

- 1) The Ambassadors admitted to the program are obligated to identify and attract foreign investment projects to the Canary Islands. If an Ambassador does not generate any Qualified Leads or Effective Implementations during the program edition in which they participate, they will drop one level in the Ambassador categories in the following edition they apply to. If the Ambassador starts in the "Bronze" category, the effect will be exclusion from future editions. This exclusion may be lifted if the Ambassador is able to present a Qualified Lead or Effective Implementation, to be attached to the new application for participation, as part of their evaluation process by the Selection Committee.
- 2) The Ambassadors are obliged to write a small dossier / argument (maximum two (2) pages, whose text will have the "Calibri" font size twelve (12) and single line spacing) in Spanish or English, where they may include the explanatory annexes that they consider necessary for the valuation of each investment project in which they participate, in which the identified investment opportunity is described in a summary way.
- 3) Ambassadors are obliged to participate in all meetings, both online and in person, organized for the purpose of qualifying leads and/or implementations with Proexca.
- 4) Those Ambassadors who reach the "Silver" or "Gold" level will be required to sign the appropriate contract (see Annex III) that provide support to its economically incentivized activity.
- 5) It is the Ambassador's responsibility to verify authenticity/The accuracy of the information and documentation submitted is paramount. The submission of incomplete, unclear, or false information or documentation, suspicious investor/company profiles, or any other practices deemed illicit or contrary to the interests and spirit of the program, will result in the Lead's disqualification or even the Referrer's expulsion from the program, without the possibility of readmission to this or any other edition. This is without prejudice to any civil and/or criminal liability that may arise as a result.
- 6) The Ambassadors will at all times conduct themselves in good faith and with propriety, putting forth their best efforts to achieve the objectives indicated in the [section 2.2.](#) and in accordance with the good name, image and identity of Proexca Ambassadors, in the course of their activities shall safeguard for the preservation of the image and good reputation of Proexca in relation to third parties. They will also ensure the authenticity and veracity of the results of their activity that they contribute to Proexca.
- 7) For the accreditation of each Qualified Lead and/or Effective Implementation, the Ambassador must provide the documents specified in these PARTICIPATION CONDITIONS, and the receipt of said information will be accepted until 23:59 hours (Canary Islands time) on November 30th.2026.
- 8) Any questions regarding the program should be sent to the following email address:

ambassadors@canaryislandshub.com except for the registration forms and the investment opportunity submission forms, which will be submitted as detailed below [section 5](#).

9) Each document that the Ambassador sends to Proexca must follow the following format:

- Documents in PDF format with OCR (text recognition) system, properly and correctly written (never by hand (always using "Calibri" font, size 12, and single line spacing), legible and in good resolution. They must include a digital signature recognized by an authorized certification authority (e.g., FNMT, etc.).
- Each document must be sent in separate files with a clear naming convention that allows easy identification of each file (for example, if it is an activity report, name it "ACTIVITY REPORT" including the name of the company/lead presented). **Submissions of multiple documents in a single PDF file will be rejected.**

5. SUBMISSION OF APPLICATIONS TO PARTICIPATE IN THE PROGRAM

a. **Phase I:** Publication of the terms and conditions of participation on the website www.proexca.es and on the economic promotion portals that are deemed appropriate.

The deadline for the submission of applications from prospective Ambassadors will be open from the day of publication of these conditions Applications will be accepted until 23:59 (Canary Islands time) on September 30, 2026. The program's implementation period will extend until December 31, 2026 at 12:30 (Canary Islands time).

If the application to participate in the program is submitted after this date, the evaluation of said application will only be accepted if the Aspiring Ambassador has a Qualified Lead/Effective Implementation candidate to present, and in no case later than November 29, 2026, at 11:59 p.m. (Canary Islands time). All documentation required for Lead qualification may be requested in advance as part of the candidate evaluation.

To submit your application to participate, it will be necessary fill out the online form [Application Form for Participation as a Ambassador](#), what will be enabled in www.proexca.es/business-ambassador/, completing all fields and attaching the required documentation, which is as follows:

For applications from individuals:

- Document proving your identity.
- Curriculum vitae (CV).
- Signature of a declaration of responsibility by the Ambassador, under which:
 1. Declare that you are not subject to any legal cause of prohibition and incompatibility to contract with the public sector.
 2. Declare with an effective and efficient model that allows compliance with the most demanding standards in relation to compliance with legal, ethical and moral norms, adopting the necessary measures to prevent and detect fraud, corruption and conflicts of interest.
 3. Declare that you have the necessary and required control measures in place regarding the regulation of the prevention of money laundering and the financing of terrorism, in accordance with current applicable regulations.

4. Declare that you meet all the required requirements and that the information provided is truthful.
5. Declare that you are up to date with your obligations to Social Security and the Tax Agency.

- Other documentation that you have referenced in your CV and the information necessary for your inclusion in the incentive program and to establish your level of classification.

For applications from legal entities:

- Copy of NIF/CIF.
- Articles of incorporation or document proving the legal personality and capacity of the legal entity proposed as the Ambassador.
- Activity report from the last two (2) fiscal years to the present.
- Signature of a declaration of responsibility by the Ambassador, under which:
 1. Declare that you are not subject to any legal cause of prohibition and incompatibility to contract with the public sector.
 2. Declare that you have an effective and efficient model that allows you to meet the most demanding standards in relation to compliance with legal, ethical and moral norms, adopting the necessary measures to prevent and detect fraud, corruption and conflicts of interest.
 3. Declare that you have the necessary and required control measures in place regarding the regulation of the prevention of money laundering and the financing of terrorism, in accordance with current applicable regulations.
 4. Declare that you comply with all the required requirements and that the information is truthful.
- Certificate of being up to date with your obligations to Social Security and the Tax Agency.
- Another accreditation that is required and that contains the relevant information for its inclusion in the program and its classification.

Any other communication and documentation relating to the program should be sent to the following email address ambassadors@canaryislandshub.com, being the only valid and enabled way for the aforementioned presentation in Spanish or English (Any documentation and/or communication sent to another email or channel may be rejected).

In addition, each document to be provided by the Ambassador must follow the following format:

- Documents in PDF format with OCR (Optical Character Recognition) software, properly and correctly drafted (never handwritten, always using "Calibri" font size 12 and single line spacing), legible and in good resolution. They must include a digital signature recognized by an authorized certification authority (e.g., FNMT, etc.).
- Each document must be sent in separate files and named clearly so that the file can be easily identified. **Submissions of multiple documents in a single PDF file will be rejected.**

b. **Phase II** Verification of the submitted documentation and compliance with the requirements:

Failure to complete the [Online Application Form for Participation](#) and/or failure to attach the documentation

indicated in the previous section will result in the impossibility of participating in the incentive program and therefore exclusion from the process.

c. Phase III. Evaluation of applications:

Each of the applications and documents submitted will be assessed by a Classification Committee made up of Proexca staff, evaluating the Ambassador's Credibility.

This commission will assign each applicant will be assigned one of the categories provided. Furthermore, the Ambassador may, with due justification, decide not to admit applications for participation in the program due to non-compliance with the basic requirements, because the requirements are manifestly insufficient for participation, due to the existence of conflicts of interest, or due to any other circumstance that could impede or raise suspicion about the legitimate origin of the application.

At any point in the process, the presentation of original documents may be required for verification and comparison with the copies submitted, the presentation of supplementary documentation, or the performance of personal interviews with the requesting Ambassador.

6. DEVELOPMENT OF THE PRESCRIPTOR SELECTION PROCESS

It will remain published on the Proexca website www.proexca.es the updated list of Ambassadors admitted to the program and the initial classification assigned.

Notification of the admissions assessment will be sent to the email address provided by the applicant on the application form. In the event of non-admission, the applicant will have two (2) business days from the date of notification to submit an appeal.

Each prospective Ambassador will be assigned an identification code for this process, in order to protect their confidentiality and not harm the protection of their personal data or their own commercial or economic interests.

During the selection process, the Prescribing Candidates may be asked for clarifications or additional information on the points included by the candidates in their application, curriculum and attached documentation.

Communications with Proexca will be carried out during the process via the email address ambassadors@canaryislandshub.com.

Failure to provide, in whole or in part, the information provided in the application form will result in the correction of the classification in the provisional and/or final lists.

7. RESOLUTION OF THE PROCESS AND PUBLICITY

The list of admitted applicants and the classification of each applicant in their respective category will be kept published and updated on the Proexca website www.proexca.es in a dissociated manner, identifying by the code assigned to each Aspiring Ambassador in order to protect their confidentiality and not harm the

protection of their personal data or their own commercial or economic interests.

8. FRAMING COMMISSION

The Classification Commission is composed of a minimum of three (3) people designated by Proexca and will be responsible for the analysis of the documents submitted by the applicants, the verification of the requirements, the evaluation of the professional and personal skills and for resolving the admission of Ambassadors and their initial and final classification, as well as resolving any issues or claims that arise during the process.

The Selection Committee, if it deems it necessary, may have external professional support and/or advice for the verification of the requirements and the evaluation of the professional and personal skills of the applicants in any of the phases of the process.

Without prejudice to the Ambassador's initial classification at the end of the selection process, the Classification Committee will periodically meet to update the classification in light of the requirements that the Ambassador demonstrates in accordance with the [section 2.3](#).

9. PROTECTION OF PERSONAL DATA

In accordance with the principle of transparency and the right to information set out in Article 13 of the General Data Protection Regulation, we provide you with the following information:

- **Data Controller:** Sociedad Canaria de Fomento Económico S.A. (Proexca). Domiciled at Emilio Castelar 4, 5th Floor, 35007 Las Palmas de Gran Canarias with NIF A38282455.
- **Data Protection Officer:** Dataseg consultants and auditors, S.L., with registered office at C/ Rafael Hardisson Spou, 16, mezzanine, office 7, 38005, Santa Cruz de Tenerife. Contact information: Telephone 922215406. Email: dpoproexca@dataseg.es
- **Purpose of treatment:** The data you provide during the selection process for this project will be processed for the purpose of fulfilling your request to participate in the Ambassador Incentive Program; data collected during the development of any relationship that may be established with Proexca will be processed for the purpose of managing the collaborative relationship between the parties.
- **Legitimation:** The legal basis for processing your data in relation to your application to participate in the Ambassador Incentive Program is the consent of the participating individuals, who freely and knowingly decide to participate. In the case of contact persons from companies or other organizations, the legal basis is Proexca's legitimate interest in processing their contact information. If a formal collaboration relationship is established upon your selection as an Ambassador, the legal basis for processing the personal data of contact persons or staff from the selected companies is the performance of the contract between the Ambassador and Proexca.
- **Data retention:** Your personal data will be retained for up to ten (10) years after the selection process or any contractual relationship that may be established has ended. The purpose of this retention is to

document said relationship and its effects before administrative or judicial authorities, or to document actions taken in the exercise or defense of potential claims.

- **Data recipients:** The personal data completed in the various forms may be communicated, as deemed necessary, to:
 - **To the competent Public Administration.** In compliance with the obligations imposed in tax and commercial matters, financial and tax.
 - **To the third parties necessary for the management of the contractual/pre-contractual relationship.** Banks and savings banks, among others.
- **Rights:** You have the right to withdraw the consents given at any time. You may exercise your right of access, rectification/you have the right to have your data erased, and in certain cases, to restrict its processing or request its portability. If you are not satisfied with the response you receive regarding the exercise of your rights, you can file a complaint with the Supervisory Authority.

To exercise your rights protection you can request the corresponding data forms from us, or download them from the Spanish Data Protection Agency. Your request will be processed within a period not exceeding thirty (30) days.

In the Canary Islands, on the _____ day of _____ of 2026.

ANNEX I. Definitions and Concepts

Index of definitions of the specific concepts of the conditions of participation:

1. **Ambassador:** A natural or legal person who, meeting the requirements of the profile in the PARTICIPATION CONDITIONS, is able to carry out actions to achieve the program's objectives, attracting potential investors to whom the program is directed, according to the aforementioned PARTICIPATION CONDITIONS. This includes international professionals and companies whose main activity is the search for locations for expanding companies (Site Selection) and who are part of an accredited Site Selectors association.
2. **Ambassador/Applicant:** Natural or legal person who is in the selection process (described in the section 5).
3. **Lead/s:** Opportunity to attract a foreign investment project in the Canary Islands. This applies to both projects and investors (individuals) physical and legal entities), potential for their recruitment and implementation in the Canary Islands.
4. **Qualified Lead:** This is the Lead with the probability of achieving objective 2.2.2 of the program. A Lead will be considered "qualified" if two (2) requirements are met simultaneously:
 - a) that the assigned Proexca staff so determines, judging that said Lead has a real interest in a possible implementation in the Canary Islands (due to the level of previous interactions, via email, telephone, etc.), due to belonging to one of the strategic sectors defined by the Government of the Canary Islands and due to the existence of a simple business case; and
 - b) The contact person/representative of the potential investor (Lead) must travel to the Canary Islands to learn about the details of a possible implementation and attend an in-person meeting with Proexca on the islands. If the Lead has visited the Canary Islands but it is not possible to hold the specific meeting with Proexca, a teleconference may be considered at a later date, provided there is justification for the visit. To do so, the Ambassador must provide the following documentation:
 - Boarding passes from the company/investor for your trip to the Canary Islands;
 - In Email with confirmation and details of the meeting between the Ambassador and the potential lead in the Canary Islands
 - Signed declaration of responsibility from the Ambassador confirming the meeting between the Ambassador and the potential investor lead, as well as verifying the lead's interest in investing in the Canary Islands.

In the event of unforeseen circumstances or force majeure, teleconference meetings will be considered, with the Lead, the Ambassador, and Proexca participating. In all cases, the designated contact person must have direct responsibility for decision-making regarding the potential investment in the Canary Islands and must be the same person visiting the Canary Islands and holding the meeting with Proexca. At Proexca's request, the designated contact person must provide documentary evidence of their authority and status legal representative.

5. **Effective Implementation:**

Referring to a project/investment carried out in the Canary Islands It will be proven with original documentation or an authorized copy of the investment made, which shows the identity of the investor or initial amount and location in the Canary Islands. Certification of the Competent Administration authority for the authorization or, where applicable, for the execution of the project. Equivalent supporting documentation.

Regarding the establishment of a new company registration of the company in the commercial register, proof of its registered office or opening of a branch or permanent establishment for the first time in the Canary Islands, as well as the tax registration declaration for the IAE and other relevant tax registers in the Canary Islands. Opening of a workplace, if applicable. Equivalent supporting documentation.

6. **Recurring Attraction:** the annual attraction (twelve (12) months counted from the date of registration as an Ambassador) of more than ten (10) Qualified Leads and/or the Effective Implementation of more than five (5) investments or a total investment attracted of at least €3M in the last two (2) years.

7. **Ambassador Credibility:**

For Ambassador (individual) credibility will be granted when the applicant possesses a professional profile with a university degree or similar, and equivalent in Spain if it is a foreign Ambassador, and with proven professional experience and at least conversational Spanish or English, in addition to the language of the country of origin of the investment initiative presented as a lead to Proexca, as well as meeting the rest of the requirements and conditions established in the PARTICIPATION CONDITIONS.

For Ambassador legal entity or organization credibility will be granted, taking into account their accredited experience and sector of activity, where they must present at least the deed of incorporation of the company or similar public document, as well as comply with the rest of the requirements and conditions established in the CONDITIONS OF PARTICIPATION.

8. **Proexca assigned personnel:** He is the Interlocutor designated by Proexca to, on its behalf, intervene in the management of the program and exercise the powers attributed to him by these conditions of participation in the program, and to whom the Ambassador and/or the investor may address themselves, improving and facilitating communication for his intermediation work.
9. **Target Markets:** Referring to the set of investment projects (Leads) from abroad that are intended to be attracted.
10. **Paper of Performance:** Document issued by Proexca certifying the status of Ambassador, which enables the holder to make presentations to potential Qualified Leads, establish contacts, carry out actions to attract Qualified Leads, giving them confidence as an Ambassador accredited by Proexca.
11. **Opportunity Signage:** This refers to the Lead contacting Proexca or Proexca contacting the Lead (potential investor) as a direct result of the Ambassador's action or intervention. The qualification of *Opportunity Signage* carried out by each Ambassador is the responsibility of the assigned Proexca staff, upon presentation of the [Investment Opportunity Submission Form](#), completed electronically and accompanied by the corresponding documentation.
12. **Incentives:** Financial incentive obtained by the Ambassador for achieving any of the objectives outlined

in section 2.2 of the PARTICIPATION CONDITIONS. The incentive amounts will always be gross amounts, without prejudice to applying the corresponding tax and levy charges in accordance with the applicable legislation in force at any given time.

- 13. Capital islands:** Tenerife and/or Gran Canaria.
- 14. Non-capital islands:** La Palma, El Hierro, La Gomera, Fuerteventura, Lanzarote and La Graciosa.
- 15. Framing Committee:** Made up of Proexca staff responsible for evaluating each of the applications and documentation submitted by the applicants for Ambassadors, as well as their classification in the categories "Bronze", "Silver" or "Gold".
- 16. Unforeseen Event or Force Majeure** Any unforeseeable and unavoidable circumstance that affects the fulfillment of contractual obligations, such as, but not limited to, declarations of a state of alarm, siege, or exception; any action or omission by a competent authority, whether local or governmental, that affects the necessary licenses, permits, authorizations, or approvals; riots, invasions, and external hostilities; terrorist attacks; rebellions; blockades by local communities; wars (declared or undeclared); revolution, insurrection, or coup d'état; riots or serious disturbances of public order; strikes or labor disputes at the national or regional level; natural phenomena with catastrophic effects, such as tsunamis, earthquakes, volcanic eruptions, landslides, avalanches, hurricanes, cyclones, maritime storms, floods, or similar events; fires; explosions and any other natural disaster; epidemic outbreaks, epidemics, pandemics, endemics, or any other similar situation of a health crisis.

ANNEX II. Confidentiality Agreement Template

DATA PROTECTION - Canary Islands Development Corporation SA. (Proexca)

Confidentiality and Secrecy Clause

Our intention has always been to strictly comply with all regulations and, especially, with regard to the Protection of Personal Data.

Due to your relationship with Sociedad Canaria de Fomento, SA (hereinafter Proexca), you may have access to personal data or confidential or non-confidential information owned or controlled by Proexca. In compliance with data protection regulations applicable to Proexca, we inform you that this relationship will be regulated in the following terms:

FIRST. - To the extent that you process personal data for which Proexca is legally responsible, you agree to comply with the entity's data protection and information security policy. In particular, you must:

1. Process the data following the instructions received from Proexca.
2. Do not share the data with third parties, not even for storage purposes.
3. Apply the necessary technical and organizational security measures, in accordance with Article 32 of EU Regulation 679/2016, General Data Protection Regulation.
4. To use personal data, or not, exclusively for the purposes and functions for which they were collected.
5. You must return the information and destroy any copies you have of it once your relationship with Proexca has ended. If, for regulatory compliance reasons, you are required to keep a canceled copy of all or part of the information, you must notify Proexca without undue delay.
6. In the event of security breaches involving personal data, the management and communication of the incident must be carried out in accordance with the article of EU Regulation 679/2016, General Data Protection Regulation.

The aforementioned obligations must also be applied to all information that is considered "confidential information".

SECOND. - You agree to access any confidential or non-confidential information of Proexca, contained in computer systems or any other physical, electronic or telematics media or document, only if such access is necessary for the relationship maintained, or if there is specific express authorization to access data that is not related to your professional function.

THIRD. - For the aforementioned purposes, "confidential information" shall mean any numerical, alphabetical, graphic, photographic, acoustic or any other type of information, susceptible of collection, recording, processing or transmission concerning an identified and identifiable natural person that allows the direct or indirect determination of the physical, physiological, mental, economic, cultural or social identity of the natural person concerned.

The information referred to above includes the following types of information (whether in writing or not), without this list excluding other types of information that are also confidential: techniques, training programs, tests, research and development, ideas, inventions, concepts, designs, drawings, organizational charts, processes, procedures, "know-how", formulas, data, programs, improvements, discoveries, marketing materials and techniques, research and development plans, marketing, new products, customer names, marketing channels and trade secrets and any other information related to customers and suppliers, price lists, pricing policies, sales policy, financial information, budgets, templates and management and accounting methods.

FOURTH.-You acknowledge the organization's ownership of all data, knowledge of any kind made available to you, reference materials, notes, diagrams, drawings, memoranda, documentation or recordings in any form and medium, that incorporate or reflect any Confidential Information, as well as the rights, titles and interests that you may claim over inventions, patentable or not, made or obtained by you during the term of your relationship in accordance with the provisions of the current Patent Law and other applicable regulations.

FIFTH.- You agree and acknowledge that any inventions, ideas, computer programs, applications, or any type of creative work conceived or created wholly or partially by you, during or after the term of employment, made using any Confidential Information or any of the equipment, facilities, trade secrets, or material means of the Data Controller, or resulting from any work performed by you, will belong exclusively to Proexca and will be considered part of the Confidential Information for the purposes of this Agreement.

The information provided does not grant the receiving company any rights or licenses to the trademarks, copyrights, or patents belonging to the provider. Disclosure of information does not imply transfer or assignment of rights, unless expressly stated otherwise.

Friday. -You agree to report to Proexca any incidents that occur within the Organization, understood as any anomaly that affects or could affect the security of personal data or any other type of information, whether confidential or not, that could negatively impact Proexca. This report must clearly identify the incident and provide a detailed description, including at least the date and time it occurred, the person reporting it, the person to whom the incident was reported, the effects of the incident, and the corrective measures taken.

SEVENTH. -Compliance with the obligations contained in this Agreement will remain in effect for the entire duration of the relationship between you and Proexca, and after its termination, for any reason, for a period of twenty (20) years.. Therefore, it guarantees that, after the relationship ends, it will maintain the same professional secrecy regarding confidential information and personal data to which it has had access during the performance of its duties.

EIGHTH. -You will be liable to Proexca and to Third Parties for any damage that may arise for both of them from the breach of the above commitments, which may involve the initiation of legal actions, as well as the

claim for compensation, penalties and damages that the Data Controller is obliged to address as a result of said breach.

NINTH.- Information on the protection of personal data

In compliance with the principles of the General Data Protection Regulation EU-679/2016, we inform you that the provision of services offered by Proexca necessarily involves the processing of personal data.

Data controller: Sociedad Canaria de Fomento Económico S.A. – Proexca

Data Protection Officer: Daseg consultants and auditors S.L. (dpoproexca@dataseg.es)

Purposes of data processing:

1. Management of the pre/post contractual relationship, and for our administrative management.

Legitimation: is that contained in art. 6.1.b. “the execution of a contract/the application of pre-contractual measures” and in art. 6.1.c “for the fulfillment of the legal obligations that apply to us”

Retention: until the data is no longer necessary for the purpose of collection, and for the legal periods applicable to the controller in civil, commercial, financial and tax matters.

2. If you authorize us, we will publish your data (name and photo/video) on our website and social media.

The legal basis will be your consent art. 6.1.a GDPR.

Retention: until you request the removal of this purpose/deletion of the published content.

In this regard, we request your consent to capture and publish, on our social media profiles and website, images in which you appear.

☐ YES, I accept taking/publishing photos on social media/websites ----- ☐ NO, I don't want to.

International transfers:

By authorizing the publication of images on social media, you also authorize an international data transfer carried out under the EU-U.S. Privacy Shield framework. We also inform you that Proexca uses G Suite services, which also constitutes a data transfer covered by the aforementioned agreement. More information: <https://www.privacyshield.gov/welcome>

Rights: You have the right to access your data. In certain circumstances, you may also rectify and erase your data; object to or restrict the processing of your data, as well as request data portability. You may withdraw your consent at any time, without affecting the lawfulness of any processing carried out before the withdrawal of consent.

You can exercise the aforementioned rights by requesting the exercise forms from your EMPLOYER, or by using those available from the Spanish Data Protection Agency. You must submit these forms in person or by mail, along with a copy of your identity document valid in accordance with the law. Delivery details: Proexca at C/ Imeldo Serís, 57. 38003, Santa Cruz de Tenerife. Your request will be processed within a maximum of one month.

You have the right to file a complaint with the Spanish Data Protection Agency if you believe that your rights have not been properly addressed.

Should any of your information change, please inform us in writing so that we can keep your information up to date.

You have the right to withdraw your consent at any time, without this affecting the lawfulness of the processing of data prior to the withdrawal.

You and *the Canary Islands Development Society SA*. They agree to resolve amicably any disagreement that may arise in the course of the relationship.

In case of conflict, both parties agree to submit to the Courts of Santa Cruz de Tenerife, waiving their own jurisdiction.

And in witness whereof, this document is signed *CONFIDENTIALITY AND SECRECY CLAUSE*

Name and Surname:

DAYS:

Business:

ANNEX III. Model Service Provision Contract

CONTRACT M_x_26

In the Canary Islands, on XX of XXXX of XXX

ON ONE PART: Sociedad Canaria de Fomento Económico, S.A. - Proexca, a public company of the Government of the Canary Islands, domiciled at Calle Emilio Castelar, 4 - PLANTA 5, Las Palmas de Gran Canaria, 35007, Las Palmas with CIF: A38282455, represented in this act by, in his capacity as xxxxxxxxxxxxxxxxx.

AND ON THE OTHER PART: xxxxxxxxxxxxxxxxxxxxxxxxxxxx domiciled in xxxxxxxxxxxxxxxx with CIF/NIF, acting in his own name and right / acting on behalf of, with DNI/CIF, domiciled in....., by virtue of title..... notarial power of attorney / this....., hereinafter PRESCRIPTOR

EXPLAIN

I. That the Government of the Canary Islands, through the "Operational Strategy for the Internationalization of the Canary Islands Economy" (hereinafter EOIEC), aims to strengthen the Canary Archipelago, transforming it into a logistics and business hub, attracting international investment to boost the Canary Islands economy and simultaneously reinforcing the Islands' position as a center for economic and social relations in the mid-Atlantic and West Africa. The ultimate goal is job creation and the generation of new opportunities for businesses in the islands. From this, different projects are derived, with specific deliverables and resources, among which is the initiative "*Launch an incentive program for Ambassadors*".

That Sociedad Canaria de Fomento Económico, S.A. (hereinafter Proexca) initiates an incentive program for Ambassadors, from XX of XXXX of XXX, with the aim of identifying and attracting foreign direct investment projects to the Canary Islands, which is called "*Business Ambassadors Program*", published in www.proexca.es.

The program establishes three (3) Ambassador categories: "Bronze," "Silver," and "Gold." Each category will have a different level of benefits and requirements, which will increase with each category advancement. The classification of each Ambassador by category will be the exclusive responsibility of the Proexca Classification Committee.

II. That xxxxxx (hereinafter AMBASSADOR), submitted an application for participation as an Ambassador in said program on having already received from the Proexca Classification Commission his qualification as a bronze/silver/gold level Ambassador.

III.-Any reference to the masculine gender contained in the contract must be understood as referring to the neuter gender, encompassing both the feminine and masculine genders.

Both parties, in the capacity in which they respectively participate, acknowledge that they have sufficient legal capacity to grant this contract, in accordance with the following,

CLAUSES

FIRST. – OBJECT.

The purpose of this contract is to regulate the relationship between Proexca and the PRESCRIPTOR for the identification and attraction of foreign direct investment projects to the Canary Islands.

The general participation conditions of the call, which the PRESCRIPTOR declares to know and accept in their entirety, without any reservation, form an integral part of this contract, insofar as they are not provided for therein, as well as an element of its interpretation.

SECOND. – OBLIGATIONS OF THE PRESCRIPTOR.

The AMBASSADOR must comply throughout the term of the contract with all the basic requirements to participate in the program, as defined in the terms and conditions of participation.

The PRESCRIPTOR undertakes:

- 1st Follow the guidelines set by Proexca for the program *“Business Ambassadors”*.
- 2nd Identify and attract foreign investment projects to the Canary Islands.
- 3rd Prepare a dossier/argument (maximum two (2) pages, whose text will be in the “Calibri” font size twelve (12) and single line spacing) in Spanish or English, where you can include the explanatory annexes that you consider necessary for the evaluation by Proexca of each investment project in which you participate, in which the identified investment opportunity is described in a summary way.
- 4th To act in good faith and with propriety, in accordance with the good name, image and identity of Proexca, preserving the image and good reputation of Proexca before third parties
- 5th To ensure and take responsibility for the authenticity and veracity of the information and the results of their activity that they contribute to Proexca.
- 6th To carry out its activities in execution of the actions covered by this contract, with complete autonomy and independence from Proexca and in accordance with its characteristic level of specialization and diligence. Under no circumstances will it act as a representative, in the name, or on behalf of Proexca.
- 7th To carry out the actions as an Ambassador at his own risk, assuming the risk and fortune thereof, of the investments and/or expenses he incurs, at his own expense without repercussions to Proexca.
- 8th Comply with current regulations on data protection and data processors, with respect to the Leads, and obtain the appropriate authorizations when necessary, taking into account the information that will be transmitted to Proexca within the framework of this contract.
- 9th Comply with current regulations regarding the secrecy of business information, Law 1/2019, on Business Secrets, which transposes into Spanish law a 2010 Community Directive on the protection of trade secrets, and obtain the appropriate authorizations when necessary, given the information that will be transmitted to Proexca within the framework of this contract.
- 10th Not to be subject to any legal cause of prohibition and incompatibility to contract with the public sector.

11th To have the most demanding standards in relation to compliance with legal, ethical and moral norms, adopting the necessary measures to prevent and detect fraud, corruption and conflicts of interest.

12th Be up to date with your obligations to Social Security and the Tax Agency.

13th The Ambassador will, at all times, specify that he works in a regional context, that is, for all the Canary Islands, in the communication and dissemination activities carried out in relation to Proexca and the BAP.

THIRD.- OBLIGATIONS OF Proexca.

Proexca will be obliged to comply with the arranged in the Conditions of Participation of the "*Business Ambassadors Program*" and to pay the accrued incentives as established."

In the event that the AMBASSADOR has recently been promoted to the "Silver" category, Proexca will consider the possibility of accruing the amounts corresponding to the Qualified Leads/Effective Implementations obtained during their qualification in the "Bronze" category, provided that Proexca has budgetary availability at the end of the current year.

FOURTH.- INCENTIVES

Important: The accrual of the incentive corresponding to the generation of Qualified Leads and Effective Implementations will have the amounts defined in section 2.5 of the program's participation conditions. *Business Ambassadors Program*". In any case, the total amount payable will be less than 15,000 Euros annual by AMBASSADOR.

Payment: Settlement, payment method, deadline, and location. Once accrued, Proexca will proceed with the settlement and calculation of the incentive.

The incentive will be paid per Qualified Lead and/or Implantation Effective after receipt of the invoice issued by the AMBASSADOR which must be sent to Proexca in due form, after the approval of said Qualified Lead and/or Effective Implementation.

The invoice will preferably be delivered electronically, to the email address enabled for the management of the program (ambassadors@canaryislandshub.com), although it can also be delivered to Proexca's headquarters at the address shown in the **CLAUSE EIGHTH**.

These amounts will be subject to the corresponding tax and fiscal levies and assessments in accordance with the applicable legislation in force at any given time.

Proexca will obtain the issuance and presentation of the corresponding invoice from the Ambassador.

Once the invoice is submitted, Proexca will give it the appropriate and approved processing. With The payment will be made by bank transfer to the bank account indicated by the Ambassador within a period not exceeding thirty (30) days from the date of invoice approval. In any case, it will be an essential requirement that the Ambassador provide Proexca with a bank account ownership certificate.

The parties agree that in case of late payment, no late payment interest will accrue, given that the program incentives are funds from Public Contributions and Proexca does not have funds appropriate for that purpose. To that effect, the Ambassador expressly and irrevocably waives any claim to interest of any kind. Both parties agree elevating the express and irrevocable waiver of the Ambassador to the category of an essential condition of the contract, so that it has been decisive for Proexca when granting this Contract and establishing the bases to achieve the proper contractual balance, the economic calculation thereof, the setting of the price, as well as the distribution of risks between the parties.

FIFTH. - START AND DURATION.

This contract will come into effect upon its signing and will end on December 31st.2026 (12:30 Canary Islands time). Proexca reserves the right to terminate the program early, subject to the availability of funds, after notifying the Ambassadors. Upon arrival of that date, the contract will terminate, without prejudice to any outstanding payments due for Qualified Leads/Effective Implementations accrued before that date.

Reasons for early termination of the contract:

1. Failure by either party to fulfill its obligations contained in this contract and in the Participation Conditions. The party seeking termination on this ground must notify the breaching party in a verifiable manner indicating non-compliance and the effective date of said resolution.
1. Voluntary early termination, freely communicated by one party to the other with a minimum notice of thirty (30) days, without damage of the settlement of the incentives accrued up to that point.
2. The exhaustion of funds and amounts of the public subsidy that finances this project.

The termination of the contract, for any reason, nor its termination upon reaching the agreed term, will not generate any right to compensation in favor of the Ambassador.

Friday. -In the event of multiple Ambassadors working on the same lead: To avoid this situation and its impact on the accrual of the Incentive, the Ambassador must inform Proexca as soon as possible about the Lead they are currently working on. If they fail to do so, and the Lead is subsequently promoted by another Ambassador(s), Proexca will not be entitled to the commission if it has already been earned by another Ambassador on the same Lead.

1. In the event that Proexca becomes aware that the same Lead is being promoted by two (2) or more Ambassadors, it will inform all of them.
2. The accrual of the incentive, if applicable, will correspond to:
 - a. To the affected Ambassadors, when they so decide by mutual agreement, in a reliable manner and writing, on the terms they decide, with the approval of the Proexca agent.
 - b. In the absence of an agreement, the decision will be made by the Lead who identifies the Ambassador as the determining factor in their decision.

- c. Failing a decision from the Lead within a reasonable period of fifteen (15) days, the decision discretionarily adopted by Proexca, which the PRESCRIPTOR will respect, the PRESCRIPTOR waiving any type of action or claim.

Under no circumstances will the Ambassadors act to the detriment of the ultimate goal of the program, nor frustrate the Lead.

3. To avoid this overlap, Ambassadors will inform potential Leads of their obligation to inform them if they are in contact with or contact another Ambassador of the program.
4. The Ambassador, informed of this circumstance, will inform the Lead of their duty to choose and opt for only one Ambassador.

SEVENTH. - LEGAL RELATIONSHIP. The legal relationship established in this contract is of a strictly commercial, governed by the provisions of its own clauses and, in matters not provided for therein, by the provisions of the Commercial Code, special laws and commercial customs, and in their absence, by the provisions of the Civil Code.

This contract in none this case implies granting the Ambassador the status of employee from Proexca nor the as a representative, nor delegation of powers by Proexca in his favor.

In carrying out its activity, the Ambassador has full autonomy, freedom of organization and responsibility, acting at all times on its own behalf, at its exclusive risk and fortune, leaving Proexca completely harmless.

EIGHTH.- ADDRESS FOR NOTIFICATIONS, COMMUNICATIONS AND TAX ADDRESS:

1. Tax domicile of the Ambassador:

Address (street, municipality, postal code, region, country)

Telephone:

Fax:

Email:

1. Address for communication and notification to the Ambassador:

Address (street, municipality, postal code, region, country)

Telephone:

Fax:

Email:

Contact person in your case:

2. Address for communication and notification to Proexca:

Address: C/ Emilio Castelar 5, 4th Floor, 35007 Las Palmas de Gran Canaria, Spain

Telephone: 928 472 400

Email: direccion@proexca.es

Contact person: the one designated by Proexca at any given time and notified to the Ambassador.

NINTH: JURISDICTION. The parties, waiving their own jurisdiction if they have one, agree to submit expressly to the jurisdictional competence of the Courts and Tribunals of Las Palmas de Gran Canaria, in the corresponding jurisdictional order, for all issues that arise from the existence, content, interpretation, application, fulfillment or execution of this contract.

TENTH: GENERALITIES.

Single contract. The Contract constitutes the entire commitment reached between the parties up to the date of its signature with respect to the matters contained therein and replaces and supersedes all other contracts or agreements, written or oral, concluded between the parties prior to the signing of the Contract in relation to the subject matter thereof, which shall cease to have validity and effectiveness from the date of signing of this Contract.

Modifications. - They will lack any modification of the Contract that is not in writing and that is not formalized by the parties in a manner identical to that of the Contract shall be invalid and ineffective.

Independent nature of the Clauses.-The possible declaration, by a judicial or administrative body, of illegality, nullity, invalidity or unenforceability of one or more Clauses of the Contract or part thereof, will not entail the illegality, nullity, invalidity or unenforceability of the other Clauses or the remaining parts thereof, which will remain fully valid in all that is appropriate, provided that the Clauses or part thereof declared illegal, null, invalid or unenforceable are not essential.

Clauses or parts thereof declared illegal, null, invalid or unenforceable shall be deemed eliminated from the Contract or not applicable in that circumstance, as the case may be, and the parties shall negotiate in good faith their replacement and the measures that best suit the purpose intended by them.

No resignation exists. The waiver by one of the parties of the right to demand compliance with any of the obligations provided for in the Contract or to exercise any of the rights or actions that it has under the Contract:

- (i) will not release the other Party from full compliance with the remaining obligations contained in the Contract; and
- (ii) It shall not be understood as a waiver of the right to demand in the future the fulfillment of any obligation or to exercise rights or actions provided for in the Contract.

The waiver, postponement or relinquishment of any of the rights contemplated in the Contract, or any part thereof:

- (i) It will only be binding if it is in writing;
- (ii) may be subject to the conditions that the grantor of said dispensation, deferral or waiver deems appropriate;

- (iii) will be limited to the specific case in which it occurred; and
- (iv) It will not affect the enforceability in other cases of the right it affects, nor the enforceability of any other right that exists in relation to the Parties.

Expenses and Taxes. -Each party shall bear its own costs incurred in preparing, negotiating, and finalizing this Agreement. Any taxes levied on the transactions covered by this Agreement shall be borne by the parties in accordance with applicable law.

Language. -The Contract is executed in Spanish. If the Contract or any other document that the Parties must exchange pursuant to it is translated into another language, the Spanish version of the Contract or document in question shall prevail.

In witness whereof, the parties sign this contract and its annex, in two (2) copies and for one purpose, at the place and date indicated in the heading.

Canary Islands Economic Development Society, S.A.	The Ambassador