

Incentive System "Agendas for Business Innovation"
Consolidated Terms of Acceptance after approval of reprogramming

Following the approval of the reprogramming submitted under the Incentive Scheme “Agendas for Business Innovation”, pursuant to Technical Guideline no. 17/2025, this consolidated Term of Acceptance are hereby executed with the consortium leader, **SOLANCIS - SOCIEDADE EXPLORADORA DE PEDREIRAS S.A.**, legal entity no. 500271941, with registered office at CASAL DO CARVALHO, 2475-016 BENEDITA, represented by Maria Helena Costa Delgado and Samuel Costa Delgado, acting in their capacity as Directors, with powers for the act, which shall be governed by the following clauses:

CLAUSE 1
(Purpose)

The Purpose of this Term of Acceptance is the granting of a non-reimbursable incentive for the implementation of investment project no. 40, under the terms in which it was approved, which form an integral part of this Term of Acceptance – Annex I.

CLAUSE 2
(Consortium)

The investment project shall be implemented by a consortium, whose consortium agreement constitutes Annex II to this Term of Acceptance and forms an integral part, and within the scope of which its members and beneficiaries are jointly and severally liable for the execution of the project, with the Consortium Leader acting as its representative.

CLAUSE 3
(Investment)

1. The global eligible investment is €68,997,771.56 (*sixty-eight million, nine hundred and ninety-seven thousand, seven hundred and seventy-one euros and fifty-six cents*), as per Annex III.
2. The eligible investment for each beneficiary is set out in Annex IV.

CLAUSE 4
(Implementation period)

The implementation period of this investment shall comply with the maximum period established for in paragraph 2 of Article 8 of Ordinance no. 43-A/2022 of January 19, to be initiated within a maximum period of 6 months after the favourable notification from IAPMEI and must be completed with results achieved by June 30, 2026.

CLAUSE 5
(Specific Obligations)

As established in the approval decision, the granting of the support is subject to the following obligations:

- a) Until final payment, prove that the eligibility of expenses relating to energy production shall be limited to the weight of self-consumption in total energy production.
- b) Until final payment, prove that the eligibility of expenses with buildings and land, in the R&D typology, shall correspond to the depreciation during the period of use in the project.
- c) Until final payment, prove that the eligibility of expenses with instruments and equipment, in the R&D typology, if used beyond the project, shall correspond to the depreciation referring to the period of use therein.
- d) Until final payment, prove that the eligibility of expenses with industrial/intellectual property registrations is subject to proof of submission of the respective application.

CLAUSE 6
(Granting of Support)

- 1. The financial support to be granted takes the form of a non-reimbursable incentive in the amount of €39,775,403.43 (*thirty-nine million, seven hundred and seventy-five thousand, four hundred and three euros and forty-three cents*), as per Annex III.
- 2. The non-reimbursable incentive to be granted to each beneficiary is set out in Annex IV.

CLAUSE 7
(Milestones and Targets)

- 1. The milestones and targets to be achieved within the scope of the project, as well as the implementation schedule, are set out in Annex V to this Term of Acceptance.
- 2. Beneficiaries are obliged to submit interim reports on the fulfillment of milestones and targets on a quarterly basis, using the forms to be made available for this purpose, being subject to an audit at the end of the project.

CLAUSE 8
(Payments to Beneficiaries)

- 1. Incentive payments shall be made by IAPMEI – Agency for Competitiveness and Innovation, I.P., hereinafter referred to as IAPMEI, in accordance with the provisions of the aforementioned Call for Applications (AAC), by bank transfer to the current account of each beneficiary registered and validated in the IAPMEI Console - PRR Incentives.
- 2. All receipts and payments regarding the execution of the co-financed project must be made through each beneficiary's bank account.

CLAUSE 9
(Obligations of the Beneficiaries)

Without prejudice to other obligations provided for in European and national legislation, the final beneficiary entities members of the consortium are obliged to:

- a) Implement the project in accordance with the approved terms and conditions;
- b) Allow access to the project sites and to those where the elements and documents necessary for the monitoring and control of the approved project are located;
- c) Keep all data and documents relating to the execution of the project, in digital format, for the period set in the applicable national and community legislation;
- d) Publicise the support received, in accordance with the provisions of the applicable European and national legislation;
- e) Maintain the legal conditions required for the exercise of the activity;
- f) Comply with the contractual schedule regarding the delivery of evidence of the new PPS (Products, Processes and Services), under penalty of repayment of the incentive associated with each unfulfilled PPS;
- g) Repay any amounts unduly received and comply with any administrative sanctions applied, including cases of non-compliance with the contracted indicators;
- h) Maintain their tax and social security situation regularised before the tax administration, social security, and the incentive paying entity, respectively;
- i) Have the situation regularised in terms of repayments, within the scope of ESIF (European Structural and Investment Funds) financing;
- j) Have an organised accounting system, in accordance with legal requirements;
- k) Have a project file, in digital format, with all documentation related thereto duly organised, including the support of an accounting system for all transactions referring to the project;
- l) Respect the principles of transparency, competition, and sound management of public funds, in order to prevent situations likely to constitute a conflict of interest, namely in the relations established between beneficiaries and their suppliers or service providers;
- m) Make available, within the established deadlines, the elements requested by the entities with competence for monitoring, results evaluation, control and auditing and participate in inquiry processes related thereto;
- n) Communicate relevant changes or occurrences that jeopardise the assumptions relating to the project approval;
- o) Not assign to other purposes, lease, alienate or in any other way encumber the goods and services acquired within the scope of the supported project, without prior authorisation from IAPMEI, during the period of validity of this contract for at least five years, or three years in the case of SME investments, if no longer period is provided for in applicable European legislation or State aid rules, in both cases, counting from the date of project completion;
- p) Within the periods provided for in the previous subparagraph, beneficiaries shall not proceed with any of the following situations without prior authorisation from IAPMEI:

- i) Cessation or relocation of their activity;
 - ii) Change of ownership of an item of infrastructure that gives a public or private entity an undue advantage;
 - iii) Substantial change to the project that affects its nature, objectives or conditions of execution, in a way that compromises its original objectives and contracted targets;
- q) When applicable, comply with public procurement regulations regarding project execution;
- r) Comply with the "do no significant harm" (DNSH) principle, not including activities that cause significant harm to any environmental objective within the meaning of Article 17 of Regulation (EU) 2020/852 of the European Parliament and of the Council (EU Taxonomy Regulation), as per the list of excluded activities set out in Annex A to Notice 02/C05-i01/2022.

CLAUSE 10 **(Monitoring and Control)**

Without prejudice to other monitoring and control mechanisms that may be adopted, the beneficiary accepts the monitoring and control to verify the proper execution of the project and compliance with the objectives and obligations resulting from these Terms of Acceptance to be carried out by the entities with competence for this purpose within the scope of the PRR.

CLAUSE 11 **(Recovery of the Incentive)**

Amounts unduly received by each beneficiary, namely due to non-compliance with their legal or contractual obligations, the occurrence of any irregularity, as well as the non-existence or loss of any requirement for granting the support, constitute debt of the entities that benefited from them, being recovered by IAPMEI.

CLAUSE 12¹ **(Term of the Contract)**

This Term of Acceptance shall enter into force on the date of their submission, provided they are duly signed.

¹ **Note:** For certification purposes and signatures, reference should be made to the original version /Portuguese official document.

Annex A – Notification of the decision

IAPMEI - Agency for Competitiveness and Innovation, I.P.

Subject: Agenda Sustainable Stone by Portugal - Valorisation of Natural Stone for a digital, sustainable and qualified future, no. C644943391-00000051, Lead Company, **SOLANCIS - SOCIEDADE EXPLORADORA DE PEDREIRAS S.A.**, project no. 40 - Notification of Adjustment to Decision

Dear Sirs,

Within the scope of the Agenda referred to in the subject line, we hereby inform you that following the analysis of the reprogramming proposal submitted under Technical Guideline (OT) no. 17/2025, it was decided on November 13, 2025, by the Vice-President of the Board of Directors of IAPMEI, to adjust the decision under the terms and conditions set out in the annex.

The formalisation of the grant of support is carried out through the signature of the Terms of Acceptance (attached) by the consortium leader, which must occur within 20 business days. The Terms of Acceptance only takes effect after validation by IAPMEI of compliance with the conditions set out in the annex.

Failure to submit the Terms of Acceptance in accordance with the above implies the expiration of the approval decision, under the terms of paragraph 6 of Article 14 of the Regulation of the Incentive System "Agendas for Business Innovation".

After signing the TA and the respective initialled annexes, they should be sent to the e-mail prrc05@iapmei.pt.

Any doubts or questions may be raised by contacting IAPMEI - Agency for Competitiveness and Innovation, I.P.

Annex B – Annex to the Notification of decision – Conditions Precedent

CONDITIONS PRECEDENT

Project No. 40

Beneficiary Entity: SOLANCIS - SOCIEDADE EXPLORADORA DE PEDREIRAS S.A.

Designation: Sustainable Stone by Portugal - Valorisation of Natural Stone for a digital, sustainable and qualified future

Type	Scope	Description	Assessment Moment	Consequence	Assessment Method
Tax Debts	All	Prove the regularisation of the tax situation before the tax administration.	Until the signing of the Terms of Acceptance	Ineligibility of investments of beneficiaries who do not prove compliance with the condition.	Authorisation for consultation by IAPMEI, from each of the beneficiaries constituting the consortium, on the Tax Authority website.
Social Security Debts	All	Prove the regularisation of the contributory situation before social security.	Until the signing of the Terms of Acceptance	Ineligibility of investments of beneficiaries who do not prove compliance with the condition.	Authorisation for consultation by IAPMEI, from each of the beneficiaries constituting the consortium, on the Social Security website.
ESIF Debts	All	Prove that the situation is regularised regarding repayments, within the scope of European Fund Financing.	Until the signing of the Terms of Acceptance	Ineligibility of investments of beneficiaries who do not prove compliance with the condition.	Validated through central registry, no documentation required.

Demonstrate Financing	All entities increasing investment/incentive and/or new co-promoters.	Demonstrate the capacity to finance the project.	Until the signing of the Terms of Acceptance	Ineligibility of investments of beneficiaries who do not prove compliance with the condition.	Declaration from the Statutory Auditor (ROC) attesting to the project's financing capacity by the beneficiaries.
Notification of aid thresholds	All entities increasing investment/incentive and/or new co-promoters.	The incentive per investment project and per beneficiary is limited to the aid thresholds identified in Annex D of the Notice in accordance with Art. 4 of the GBER, except for exceptional cases to be accepted by the CCA following the negotiation process, being in that case subject to approval by the European Commission (EC) following individual notification of the aid.	Until the signing of the Terms of Acceptance	Change in the incentive limits of the project or of any beneficiary.	Validated through approval by the European Commission, under the terms of mandatory notification to it, carried out by IAPMEI, no documentation required.
De minimis control	All entities increasing investment/incentive and/or new co-promoters.	The incentive subject to the de minimis regime is conditional on the respective national control.	Until the signing of the Terms of Acceptance	Limit incentive to beneficiaries who exceed the de minimis.	De minimis control carried out at central level, no documentation required.

Annex I of the TA – IAPMEI Opinion

Technical Opinion²

1. Project Summary

- **Project no.:** 40
- **Application date:** 13/04/2022
- **Beneficiary:** SOLANCIS - SOCIEDADE EXPLORADORA DE PEDREIRAS S.A.

2. Analysis Opinion

- **Opinion:** Favourable
- **Grounds:** The Sustainable Stone by Portugal Mobilising Agenda aims to drive the sustained, intelligent, and differentiating valorisation of Portuguese natural stone. The Agenda proposes to increase ambition with five new Products, Processes and Services (PPS): PPS 07 Hybrid Extraction System; PPS 08 New Technology for Sludge Recovery; PPS 09 Generative AI Data-Based Technologies; PPS 10 Advanced Systems for Smart Production; PPS 11 Digital Twin Unit.
- **Adjustment to Decision:** During the signing of the Terms of Acceptance, descriptions for entity DIMPOMAR (ID 116) were updated to reflect "dFoF implementation: expansion works and cutting-edge technologies". Establishment locations were also corrected to match where investments are effectively executed. These changes do not affect the total investment and incentive amounts.

3. Schedule

- **Start date:** 01/07/2022
- **End date:** 30/06/2026

4. Expenditure and Incentive

- **Eligible:** 68,997,771.56
- **Support:** 39,775,403.43

Technician: Alda Ribeiro | **Date:** 11/11/2025

² **Note:** For certification purposes and signatures, reference should be made to the original version /Portuguese official document.

Executive Summary³ - Pages 9-11

- **Page 9 (Annex III):** Contains financial tables regarding the **Project Investment and Incentive Summary**. It details the total incentive, breaking down values for Companies and RDI (Research and Knowledge Dissemination Organisations – ENESII), as well as the allocation by typology (R&D, Productive Investment, Training, etc.) and legal framework (GBER/RGIC and De Minimis).
 - **Page 10 (Annex IV):** Presents an extensive table with the **List of Consortium Beneficiaries** (IDs 1 to 62). It includes the VAT number (NIF), Acronym, Entity Name, and the respective amounts of Eligible Investment and Final Incentive assigned to each partner.
 - **Page 11 (Annex V):** Contains the **Products, Processes, and Services (PPS)** table. It lists the 11 PPS of the Agenda (ranging from innovative products to AI systems and Digital Twins), indicating the associated Work Package (WP), the completion deadline (30/06/2026), and the cancellation status (all marked as "No").
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³ Detailed financial tables, beneficiary breakdowns and technical listings (pages 9–11) are available exclusively in the original Portuguese version.