



INDRA

**GENERAL SHAREHOLDERS MEETING
2017**

Terms of Use for the Electronic Shareholder Forum

TERMS OF USE FOR THE ELECTRONIC SHAREHOLDER FORUM

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I. What is the Electronic Shareholder Forum?

The Electronic Shareholder Forum (the "Forum") is a space on the Company webpage (www.indracompany.com) whose purpose is to facilitate communication between individual shareholders and any *asociación voluntaria de accionistas* ("Voluntary Shareholder Association" or "VSA") officially enrolled in the Registry put in place by the *Comisión Nacional del Mercado de Valores* ("Spanish Securities Commission") ("CNMV") at the time of the Indra Annual Shareholders Meeting (the "Meeting").

Pursuant to the *Ley de Sociedades de Capital* ("Spanish Stock Company Law") shareholders may submit for publication in the Forum communication which pertains to:

- a. Proposals that the shareholder wishes be presented as an annex to the agenda published in the announcement of Meeting.
- b. Requests for inclusion pertaining to such proposals.
- c. Initiatives to achieve the percentage necessary in order to exercise minority rights in accordance with law.
- d. Proxy offers or requests

The Forum is intended only as a means of communication between shareholders and as such, any postings made or published in it are not to be construed as notice to Indra regarding any rights described therein or any other right to which shareholders may be entitled, either individually or collectively.

The exercise of the rights by shareholders must be communicated directly to the Company and meet the requirements in accordance with law, the Bylaws, and internal Rules of the Company in order to be given effect.

II. Certification

In order to obtain Access to the Forum, shareholders and properly constituted VSA's must be previously registered as users and accept the terms and conditions contained in this Terms of Use.

In order to do so, shareholders must confirm their identity and status as an Indra shareholder by submitting a properly completed *Formulario de Alta* ("Registration Form"), available on the Company website.

Artificial person shareholders or VSA's must also submit personal data of their natural person representative who will be accessing the Forum in the Registration Form and, in the case VSA's, registry information from the CNMV.

III. Publication of Communications in the Forum

Registered shareholders may submit communications related to items contained in Section I and directed to other shareholders to the Forum, which communications will be published so long as they are not in violation of Law or these Rules.

Upon registration, the user must expressly consent that the user's contact information will be made available to other shareholders/VSA's participating in the Forum.

Publication of communications in the Forum will at all times be conditional upon maintenance of status as an Indra shareholder or a duly constituted VSA registered with the CNMV. The Company may at any time require proof of the aforesaid conditions. Additionally, any registered user must notify the Company of any loss of status as shareholder as soon as possible.

The Forum will operate from the day of announcement of the General Shareholders Meeting begins.

Should all requirements be met, communications received by the Forum before 3:00 p.m. on business days (Fridays before 12:00 noon) will be published the day of their receipt; those received afterward will be published the following business day.

Once the Meeting is adjourned, Indra reserves the right to delete all communications relating to said Meeting.

IV. Scope and Content of the Forum

Indra has the right, but not the duty, to control the content of communications published in the Forum, which remain the sole responsibility of the users who submit them, and Indra shall in no case be responsible for the accuracy, currency or legality of said communications.

The Company may filter and edit the content of communications. Additionally, Indra may at any time deny the publication of or delete items which it does not consider in compliance with applicable law or these Rules of Use and, among others, those communications which:

- Contain comments contrary to the business interests of Indra.
- Jeopardize human dignity, are offensive, xenophobic, racist, violent, or are in any way contrary to applicable rules or which, in general, are inappropriate to the purpose of the Forum or are outside its scope of purpose.
- Contain any kind of advertisement unrelated to Indra.
- Contain information or personal data of third parties without their informed consent or redaction of their identity.
- Include content or material where intellectual or industrial property rights have not been properly secured from the owners.

V. Security and Protection of Personal Data

Rules regarding security and protection of personal data contained in the Conditions of Use for the Indra web page (<http://www.indracompany.com/es/informacion-legal>) will apply to the Forum.

Personal data submitted by shareholders in order to use the Forum will be collected in a file owned by Indra, whose purpose will be to manage and supervise the Forum's operation as well as manage Meetings and develop statistical analyses regarding Company shareholders.

Users of the Forum expressly accept, authorize, and consent to the Company's publication of the content of all communications submitted to the Forum in accordance with these Terms of Use and agree that the information contained in the Registration Form may be revealed by the Company to any other Forum user and that they may be used by personnel tasked with the Forum's administration and maintenance.

Shareholders who use the Forum may exercise their rights of access, rectification, erasure, cancellation, opposition, restriction of processing and data portability in the terms specified in the EU Regulation 2016/679, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data through the following e-mail address: dpo@indra.es.

VI. Cost of Use

Access to and use of the Forum by registered shareholders is free with the exception of the cost of internet connection, which should be obtained from an internet service provider individually by each user of the Forum.

The Company reserves the right to modify, suspend, cancel or limit the working of the Forum due to security or technical issues which require or compel such actions.

The Company will not be liable for any harm to a shareholder arising from outages, overloads, failure of communication lines, connection problems, malfunction of email service, or any other event of a similar type unintentionally caused by the Company that may inconvenience or impede use of the Forum.

VII. Communication of Suggestions

Registered Forum users who have suggestions or proposals for its improvement, who require technical assistance, who wish to complain about content not in compliance with these Rules, or who wish to exercise rights cognizable under rules protecting personal data may direct their concerns to the *Oficina del Accionistas*, the contact information of which is contained in Section V above.