

# Enel S.p.A. Storage Competition Regulations

## 1. Introduction

Enel S.p.A. (hereunder also “Enel”) the Enel Group Holding company, on 22nd of February 2018 launched on Enel Group Open Innovability platform [www.openinnovability.enel.com] an innovation competition on one (1) issue to be solved (hereinafter the “Competition”).

## 2. Description of the issue

The Competition is relevant to the following issue: **Energy Storage Systems: Technologies and Components to minimize costs and maximize proficiency**

Enel S.p.A. is looking for new storage technologies, architectures and control strategies to minimize energy storage costs and to improve the way our Energy Storage assets are built, operated and maintained, in order to maximize their profitability.

## 3. Definition of Submission

The proposer who takes part to this Competition (hereinafter the “Applicant”) will submit information through ENEL Group Open Innovability platform [www.openinnovability.enel.com] related to the issue described in paragraph 2 (collectively referred to as the "Proposal").

## 4. Reward

The selected proposals will be rewarded with the possibility to sign a collaboration and testing agreement with Enel and/or the relevant company of the Enel Group.

In particular, Enel and/or the relevant company will provide the winner with:

- the technical support to test the solution proposed, granting access to infrastructures, high-tech locations and co-working areas;
- the chance to being connected to international stakeholders, thanks to the global network of physical Enel Innovation Hubs around the world.

Enel and/or the relevant company will bear the costs of the testing activities: for each project the necessary amount and the modalities will be evaluated together with the applicant. If the test/PoC will be successful, Enel and/or the relevant company, directly or indirectly through a company of the Enel Group, might offer a concrete opportunity to scale-up the solution by adopting it through commercial agreements.

If the winning Proposal is submitted by an employee of a company of the Enel Group, the winner Applicant will be awarded with the possibility to be involved during the internal POC set-up activities.

**Enel and/or the relevant company have no obligation to select a winning proposal.**

## 5. Eligibility of participants

The Applicant, if a natural person, (as well as the natural persons in his/her team) must be at least 18 years old and have age of majority and legal capacity in the jurisdiction where he/she resides.

Eligibility will not however be granted to people involved in the organization and management of the Competition or admitted to the Open Innovability Portal back office, nor to their spouses or partners and their relatives up to the fourth degree determined according to Italian law.

Single natural persons, legal entities, as well as teams participated by natural persons and/or entities are allowed to participate. In case the participation in the Competition is made by a team or legal entity, the Proposal should be submitted by a representative who shall be the only contact person for the team or legal entity in relation to the Competition and shall have full representation powers and responsibility towards the team or legal entity. By applying to the Competition, the Applicant represents and warrants that:

1) He/she and the member of his/her team are eligible to participate in the Competition; With regard to the eligibility criterion requesting the absence of any lien of kinship or marriage with the people involved in the organization and evaluation process of the Competition, it is the Applicant's responsibility to verify with the members of his/her kinship or spouse (or with his/her team members' or legal entity's top management's kinship or spouse) whether any of them is connected in anyway with the Competition and request (by e-mail to [openinnovability-support@enel.com](mailto:openinnovability-support@enel.com)), if necessary, any additional information to Enel and/or the relevant company of the Enel Group to fulfill such obligation; He/she accept to abide by these Regulations;

2) All the information contained in his/her Proposal is true, accurate and complete;

3) He/she has viewed and accepts the privacy policy of the Enel Open Innovability platform;

4) The Applicant owns all the rights, including, but not limited to, all intellectual property rights and/or has obtained any and all consents, approvals, or licenses required in order to make the Proposal and by participating to the Competition no third party rights are breached; Enel and/or the relevant company of the Enel Group are not requested to verify the authenticity of the ownership of the rights of the proposal and any issues derived from third party claims that may arise are the solely responsibility of the applicants; nonetheless, Enel and/or the relevant company of the Enel Group reserve the right to disclose the identity of the Applicant to any third party claiming that the material posted or uploaded by the Applicant to the Competition platform [[www.openinnovability.enel.com](http://www.openinnovability.enel.com)] constitutes a violation of their IPRs, or their confidentiality/privacy rights. Enel and/or the relevant company of the Enel Group reserve the right to ask for additional evidence or documents to validate that all information supplied by applicants is true and complete;

5) In case The Applicant is an employee of a legal entity, he/she is responsible for ensuring that his/her participation in the Competition complies with any policy of his/her corporation, agency, or institution may have regarding participation in contests of this type. If Enel and/or the relevant company of the Enel Group have reason to believe that the Applicant may violate any of those policies, Enel and/or the relevant company of the Enel Group reserve the right to prohibit the participation in the Competition or withheld the reward at any time.

6) If the Applicant is an employee of one of the Enel Group companies, he/her undertakes to perform all activities necessary for the preparation and submission of the Proposal outside of his/her working obligations;

7) The Applicant has not breached any laws in his/her country of residence regarding the legality of entering the Competition;

8) The Applicant is not in a position of conflict of interest with the Competition;

9) His/her Proposal does not: (i) violate the rights — including, but not limited to, copyrights, trademark rights, patent rights, or privacy rights— of any third party; (ii) prominently feature any trademarks or logos; (iii) contain content that is defamatory or in violation of any law, irrelevant to the Competition, or otherwise inappropriate, as determined by Enel and/or the relevant company of the Enel Group, in its sole discretion;

10) The Applicant releases and undertakes to hold harmless Enel and/or the relevant company of the Enel Group, and its subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss or damage of any kind arising from or in connection with this Competition or any prize won.

Enel and/or the relevant company of the Enel Group inform that Enel Group in managing the business activities and the relationships refers to the principles contained in its Code of Ethics, in the Zero Tolerance Plan against the corruption and in the Compliance Program pursuant to Italian Legislative Decree 231/2001 (available at [www.enel.com](http://www.enel.com)). The Applicant shall comply with equivalent principles in conducting hereunder your business activities and in the management of your relationship with third parties.

Enel and/or the relevant company of the Enel Group reserve the right to reject any Proposal that does not comply with these Regulations.

## 6. Application

Proposals will be submitted exclusively online through the Enel Group Open Innovability platform [[www.openinnovability.enel.com](http://www.openinnovability.enel.com)] and shall be exclusively in English. Proposals submitted by any other means will not be considered. Proposals will be submitted in a single stage, by submitting an online Proposal, which will include:

- 1) Information about the Applicant; in case the Applicant is a team or legal entity, the natural person submitting the application shall be automatically treated as the team or legal entity authorized representative; in case the Applicant is a team, each team member must meet the eligibility criteria set forth above and must be indicated in an attached file "TEAM Composition";
- 2) Information about the Proposals;
- 3) A list, which shall specify all rights of ownership and use in the pre-existing intellectual property rights, see Article 8 below.
- 4) Possibility to upload documents for a maximum of 5 files, no heavier than 2GB each.

Applicants are strongly recommended not to wait until the last minute to submit the Proposal. Failure of the proposal to arrive in time for any reason, including extenuating circumstances, will result in rejection of the Proposal.

## 7. Phases and deadlines

The Competition is structured in the following steps:

### **Phase 1 – Submission**

It will be possible to submit Proposals on the Enel Group Open Innovability platform [[www.openinnovability.enel.com](http://www.openinnovability.enel.com)] from 22nd of February, 2018.

Applicants must accept these Regulations, the Terms of Usage and Private Policy of the Open Innovability platform, as well as declare under their own responsibility the ownership or right of usage of any intellectual property rights involved in the proposal and the absence of conflicts of interest.

*Communication to participants:* after a formally valid submission, the applicants will receive a confirmation by email.

### **Phase 2 – Evaluation**

Enel and/or the relevant company of the Enel Group, availing themselves of both internal and external resources, as deemed fit, will evaluate the Proposals every 3 months, from April 2, 2018. The Proposals will be evaluated based on the criteria below according to the unquestionable judgment of Enel and/or the relevant company of the Enel Group

- Presentation of the Proposal: Completeness and clarity of the material
- Business Potential: Relevance of the technology proposed to generate revenue and/or economic value
- Technical feasibility and potential: the proposed technological solution can be realized/used and has a high level of quality and distinctiveness
- Economics: Accuracy and credibility of the costs/benefit analysis
- Innovation level: level of innovation of the idea proposed with the other solutions already used in Enel and/or the relevant company of the Enel Group.
- Applicant credibility: experience in technology or industry, educational qualifications, credentials, team composition (if the proposal is subscribed by a group)

The Proposals lacking major elements for their proper evaluation or manifestly unsubstantiated will be discarded.

*Communication to participants:* Specific communication will be sent to the winner and to the unselected applicants.

### **Phase 3 –Winner Announcement**

Every 1 month after the end of the trimester of evaluation, Enel and/or the relevant company of the Enel Group will contact the winner asking for some additional information in view of reward which will be made to each winner by Enel and/or the relevant company of the Enel Group within approximately 90 days after the completion of Enel and/or the relevant company of the Enel Group's verification procedures and the submission by the Applicant of the required declarations. The reward is conditioned upon the winner's cooperation with Enel and/or the relevant company of the Enel Group's verification procedures. An example of the required declaration is available as ANNEX 1 to these Regulations. Moreover Enel and/or the relevant company of the Enel Group will ask the winner the tax code (or the VAT number if a legal entity) and a certification of the winner's signature from a Public Notary or its foreign equivalent.

After the communication to the winner, Enel and/or the relevant company of the Enel Group will publish the name and the details of the winner of each issue with a description of their Proposal and the reasons for their choice on the Open Innovability platform, Enel website and Enel Group's social channels (Facebook, LinkedIn and twitter).

## **8. Intellectual property rights**

8.1 For the purpose of these Regulations, "Intellectual Property Rights" also abbreviated "IPRs" means rights in, to and under:

- i. inventions, patents, patent applications and statutory invention registrations;
- ii. know-how such as any information, including, without limitation, product designs, processes and processing methods, apparatus specifications, production specifications and techniques, raw material specifications and sources, test methods and standards, manuals, invention records, formulae, calculations, research records and reports, and marketing surveys and reports, which are possessed and known in any form whatsoever, whether communicated orally or embodied in plans, drawings, photographs, tapes, discs, memoranda, notes, reports, studies, or samples, and whether such information is patentable or unpatentable;

8.2 Participation in the Competition does not grant any protection to intellectual property rights ("IPRs"). Although the Proposals may refer to an innovative and creative use of already existing tools that cannot be protected as an intellectual property right, it is possible that IPRs are involved in the Proposal. In such case, Enel and/or the relevant company of the Enel Group recommend that Applicants provide adequate protection to their IPRs prior

to submission of the Proposal, as following the submission or any relevant information published on the Enel Open Innovability platform (including information about the winner) the IPRs may enter the public domain. Enel and/or the relevant company of the Enel Group waive any liability connected to the use of unprotected IPRs by the applicants.

Where industrial and intellectual property rights, including rights of third parties, exist prior to the Competition ("pre-existing intellectual property rights"), Applicants shall establish a list which shall specify all rights of ownership and use in the pre-existing intellectual property rights and must submit this list when the Proposal is submitted as its attachment.

8.3 Notwithstanding any different provision in the Terms of Usage of Open Innovability platform, upon acceptance by Enel and/or the relevant company of the Enel Group of the Proposal and rewarded set out in Sect. 4 of these Regulations, the Applicant grants to Enel and/or the relevant company of the Enel Group a non-exclusive, worldwide, unlimited, perpetual, irrevocable and royalty-free license, with the right to sub license, to use, make, have made, market, copy, modify, lease, sell, distribute, and create derivative works of the Proposal. If the Applicant uses any process in the development of the Proposal which are subject of patent rights owned by such Applicant, Enel and/or the relevant company of the Enel Group are granted a worldwide, non-exclusive, perpetual, royalty-free right and license, to practice any patented process used in the Proposal. The Applicant shall execute all papers and do all actions deemed necessary by Enel and/or the relevant company of the Enel Group to ensure that Enel and/or the relevant company of the Enel Group acquire the licenses and rights as set forth in these Regulations. Such cooperation and execution shall be performed without compensation other than the amount set out in Sect. 4 above.

## **9. Enel and/or the relevant company of the Enel Group rights on submissions**

By entering this Competition It is also understood and accepted that:

1) Enel and/or the relevant company of the Enel Group have the right to (and is licensed to with no extra charges) (i) use, review, assess, test, and otherwise analyze Proposals and all their contents in connection with this Competition; and (ii) feature Proposals and all their contents in connection with this Competition (including but not limited to internal and external presentations, tradeshows, and screen shots of the Competition entry process in press releases) in all media (now known or later developed);

2) The Applicant agrees to sign any necessary documentation that may be required for Enel and/or the relevant company of the Enel Group and its designees to make use of the rights granted above;

Enel and/or the relevant company of the Enel Group may have developed or commissioned materials similar or identical to the Proposal and any claims resulting from any similarities to the Applicant Proposal is waived;

3) Enel and/or the relevant company of the Enel Group cannot control the incoming information disclosed to Enel and/or the relevant company of the Enel Group personnel in the course of entering the Competition, or what Enel and/or the relevant company of the Enel Group personnel will remember about any Proposal. It is also understood and accepted that Enel and/or the relevant company of the Enel Group will not restrict work assignments of the personnel who have had access to the Proposal. By entering this Competition, the Applicant agrees that Enel and/or the relevant company of the Enel Group cannot be held liable under this section or copyright or trade secret law for the use of information which Enel personnel may retain in their memories while developing or deploying our products or services;

4) After the winner announcement, Proposals may be posted on a website selected by Enel and/or the relevant company of the Enel Group or viewing by visitors to such website. Enel

and/or the relevant company of the Enel Group are not responsible for any unauthorized use of the Proposal by visitors to such website. While Enel and/or the relevant company of the Enel Group reserve these rights, is not obligated to use the Applicant's Proposal for any purpose, even if it has been selected as a winning Proposal.

## **10. Changes to Regulations**

BY submitting the Proposals, Applicants acknowledge and accept that Enel and/or the relevant company of the Enel Group could vary these Regulations at any time. This includes changes to dates for deadlines and events, locations or specifications of the Competition. Enel and/or the relevant company of the Enel Group will post any change to these Regulations on the Competition platform [[www.openinnovability.enel.com](http://www.openinnovability.enel.com)]. Applicants should regularly visit the Competition platform to check if any update of the Regulations has been posted.

## **11. Conflict**

In the case of any conflict between the terms of these Regulations and the Terms of Usage of the Open Innovability platform, these Regulations shall prevail

## **12. Cancellation, changes or suspension of the Competition in case of irregularities in the Competition**

If someone cheats, or a virus, bug, internet bot, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled (also referred to as force majeure) affects the fairness and/or integrity of this Competition, Enel and/or the relevant company of the Enel Group reserve the right to cancel, change, or suspend this Competition. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the Competition, Enel and/or the relevant company of the Enel Group reserve the right to select winner from among all eligible entries received before Enel and/or the relevant company of the Enel Group had to cancel, change or suspend the Competition. If any Applicant or member of a team attempts to compromise the integrity or the legitimate operation of this Competition, or if Enel and/or the relevant company of the Enel Group have reason to believe that an Applicant or member of a team have compromised the integrity or the legitimate operation of this Competition by cheating, hacking, creating an internet bot or other automated program, or by committing fraud in any way, Enel and/or the relevant company of the Enel Group may seek damages to the fullest extent permitted by law. Further, Enel and/or the relevant company of the Enel Group may disqualify and ban any unfair participant from any future competition.

## **13. Costs and taxes**

Any cost and tax relevant to the participation to the Competition or the receipt of reward shall be exclusively borne by the Applicants. Applicants are requested to check the applicable costs, duties and taxes according to the laws of the jurisdiction where they reside or where are otherwise obliged to pay taxes.

## **14. Limitation of liability**

In addition to any other limitation of liability contained in these Regulations, Enel and/or the relevant company of the Enel Group are not liable for possible deficiencies of the platform. Enel and/or the relevant company of the Enel Group are not responsible for problems

regarding computers, networks or any other reasons that may lead to lost, damaged or late entries.

#### **15. Future collaborations**

Winning the Competition does not give any other right than receiving the reward.

#### **16. Governing law and jurisdiction**

The Competition is ruled by Italian law. Any disputes shall be exclusively set by the Courts of Rome.

## **ANNEX 1 EXAMPLE of WAIVER Declaration**

Company (the “Employer”) is aware that \_\_\_\_\_ (the “Employee”) has developed a solution for the Enel Open Innovability Challenge, entitled “TITLE” which the Employee has assigned (delivered?) to Enel and/or the relevant company of the Enel Group under a submission made on (DATE) accepting the Regulations of the Challenge and the Terms of Usage of the Open Innovability platform.

The Employer is aware that the solution submitted by the Employee won the Challenge mentioned above and the relevant prize will be awarded according to the condition already defined and laid down.

Employer hereby acknowledges that the above solution has been developed by the Employee exclusively for the Enel Open Innovability Challenge and not within the scope of the employment, and unconditionally, absolutely, and forever waives and releases the Employee from any obligation of assignment of the intellectual property rights to the Employer with respect to the solution developed for Enel and/or the relevant company of the Enel Group and/or any of its nominees.

This letter is hereby executed by a duly authorized representative of Employer