

OPENINNOVABILITY.COM TERMS OF USE

The Entity (duly represented by its legal representative/an authorized person)/the User is submitting information through ENEL secure portal “**Open Innovability**” related to innovative ideas and projects (collectively referred to as the “**Submission**”). ENEL (ENEL Spa and its subsidiaries) will review each Submission through an internal in-depth review process.

The Entity/User agrees to the conditions below.

1. **Non-confidential Submission**

Only non-confidential information/documentation which does not breach any confidentiality obligations owed to others is included in the Submission and will be considered as non-confidential public information.

2. **No obligation**

Upon Submission, no contractual obligation or working relationship is being created between ENEL and the Entity/User.

3. **Further Discussion**

The information submitted will not prevent any party from independently developing the same or similar expertise to any other party.

If ENEL is interested in further discussions about the Submission, an ENEL representative will contact the Entity/User. All information disclosed by the Entity/User in such further discussions at a preliminary stage will also be non-confidential. If, in the future, both ENEL and the Entity/User decide to discuss confidential information, then they will sign a written confidentiality agreement.

4. **Answer to the Submission**

ENEL will give the Entity/User a feedback about the Submission. However, ENEL is not required to provide further explanations besides those previously given as feedback.

5. **IP Rights**

5.1. The Entity/User will rely solely on her/his intellectual property rights, such as any applicable patent, trademark, copyright and design registrations (collectively, “**IP Rights**”) to protect information/documentation included with the Submission.

5.2. The Entity/User understands that the protection for the information included in the Submission is limited to the scope of her/his IP Rights. The Entity/User understands that she/he must seek appropriate legal protection for her/his IP Rights (for example, filing a patent application or a trademark registration with appropriate government patent and trademark offices) before disclosing her/his ideas to anyone (including ENEL or any other party) on a non-confidential basis, or she/he may risk losing the ability to protect her/his ideas with IP Rights according to applicable law.

5.3. If the Entity/User is a commercial supplier/vendor relying on expertise or tangible assets to provide unique services or capability, she/he will not disclose any

confidential information pertaining to her/his expertise or tangible assets to ENEL unless and until a formal confidentiality agreement is signed by both the Entity/User and ENEL).

5.4. The Entity/User understands that a confidentiality agreement will not prevent any party from independently developing the same or similar expertise or physical assets and offering its services to any other party (including but not limited to ENEL).

5.5. The Entity/User understands that obtaining IP Rights is the only way to legally prohibit another party from having rights to commercially use independently developed technology or capability.

5.6. If the User is an employee of ENEL or its affiliates, it will be applied the law on employee inventions as required by local regulations.

6. No Grant of Rights to ENEL

The Entity/User is not granting ENEL any commercial rights to her/his IP Rights through the Submission. However, the Entity/User understands that any aspect of her/his Submission that is not protected by valid, enforceable IP Rights or a written, formal contract, may be commercially used by any third party, including ENEL.

7. No Return of Submission Materials

ENEL will not have any obligation to return any materials (including, for example, drawings, photos, and prototype models) included in the Submission.

8. Representation of Age

The user acknowledges that ENEL will only receive submissions from persons at least 18 years old and having reached the age of majority in their country of residence. By agreeing to these terms and considerations, she/he represents that she/he has such age requirements and has legal capacity according to the laws of the country of residence.

9. Representation of Ownership

The Entity/User is the owner of the Submission or an authorized representative of the owner of the Submission.

10. Terms of use

Enel may modify these terms of use at any time at its sole discretion.

11. Applicable Law

The website from which this regulation was downloaded ("Website"), these terms of usage, and any Submission made pursuant to the Website is subject to the exclusive jurisdiction of the State of Italy, without regard to any principle of conflict or choice of laws that would cause the application of the laws of any other jurisdiction.

12. Subsequent Disclosures

Each of the above conditions applies to the materials included in the original Submission as well as to anything the Entity/User may later disclose to ENEL, unless ENEL and the Entity/User have reached a prior written agreement signed by an authorized representative of both the Entity/User and ENEL.