

## **BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION**

### **Terms and Conditions**

#### **1. Introduction**

ENEL BRASIL SA, ENEL GREEN POWER PARTICIPAÇÕES LTDA and ENEL X GERENCIAMENTO DE ENERGIA LTDA, hereinafter referred to as “ENEL BRASIL” are looking for generation of ideas and suggestions with the potential to be converted into initiatives and consequently, developed by the relevant Companies/Business Lines:

To this purpose, effective on 24 April 2020, Enel Brasil will launch on the platform - Enel Open Innovability [www.openinnovability.enel.com] (hereinafter the “**Platform**”) a call for ideas (hereinafter the “**BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION**” or the Campaign) on 5 challenges (hereinafter the “**Challenges**”) to be solved. For the purposes of **BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION**, in addition to the companies qualified in the preamble of this document, ENEL BRASIL considers all its controlled as set forth in annexes A and B of this document.

#### **2. Description of the challenges**

**BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION** is relevant to the following 5 Challenges:

- (1) How to continue the service of Enel stores by distance?**
- (2) How to measure the energy consumptions and bills delivery in quarantine?**
- (3) What technologies can we develop / contract to maintain productivity in the works, reducing the risks of contagion?**
- (4) How can we ensure that contractors send us consolidated information about the protective measures they are taking with COVID-19 at work?**
- (5) How can we inspect the sample activity Collaudo for checking the contracts with suppliers and partners without the need to gather people?**

#### **3. Definition of Submission**

The proposer who takes part to the **BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION** hereinafter the “Applicant” shall submit the application through the Platform in relation to the Challenges described in paragraph 2 (collectively referred to as the “Proposal”). The submitted Proposals must be completed.

#### **4. Eligibility of participants**

Except for the people involved in the organization and management of the **BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION** and their spouses or partners and their relatives up to the fourth degree calculated according to Italian law, all the employees working in the legal entities mentioned in Annex A and B can participate in the **BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION**.

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Participation in teams is allowed and the maximum number of members is three (3).

All the teams' members shall be employees working in the legal entities specified in Annex A and B.

Whenever a team is participating in BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION, the Platform profile should be created and the application should be entirely submitted and followed up by a team leader (the "Team Leader").

The Team Leader shall be the only contact person for the team in relation to the I BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION and shall have full representation and responsibility towards the team.

Please note that team composition must be specified in the Proposal's attachments.

By applying to the BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION, the Applicant shall represent and warrant that:

- 1) is eligible to participate in the BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION;
- 2) was not involved in the preparation, organization and/or management of the BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION;
- 3) all the information contained in the Proposal is true, accurate and complete;
- 4) has viewed and accepted the privacy policy of the Platform; has not breached any laws in the country of residence regarding the legality of entering and participation in the BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION;
- 5) is not in a position of conflict of interest with the I BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION;
- 6) to its best knowledge, the 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;
- 7) releases and undertakes to hold harmless Enel Brasil and Enel S.p.A. from any and all liability or any injury, loss or damage of any kind arising from or in connection with the I BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION, and/or the implementation of the activities related to the I BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION and/or any prize won.

The Applicants must take all the measures to prevent any situation where the impartial and objective award in the I BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION is compromised for any kind of reasons. Moreover, the Applicants must inform the Evaluation Committee (as defined below) without delay of any kind of situation consisting or likely to lead to a conflict of interest and immediately take all the necessary steps to rectify this situation.

Enel Brasil reminds all Applicants that Enel Group has adopted and adheres to the principles set out in the Code of Ethics, Zero Tolerance for Corruption Plan and in the Global Compliance program pursuant to Italian Legislative Decree 231/2001 of the Enel Group, which currently may be found at <http://www.enel.com>

The Applicant hereby acknowledges the Code of Ethics of the Enel Group as binding and confirms to adhere to it. The Applicant also acknowledges that Enel S.p.A. has approved the Enel Global Compliance Program, which was drafted taking into account the main international conventions against corruption (*i.e.* Bribery Act; Foreign Corrupt Practice Act *etc.*) and which shall be adopted by all non-italian subsidiaries of the Enel Group.

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Enel Brasil reserves the right to reject any proposal that does not comply with these Terms and Conditions.

## 5. Awards

The best Proposal for each of the Challenges to be solved will be awarded according to the following conditions:

### 1) Phase 1 winning solutions

The Applicants selected to access to Phase 2 will receive one of the following free book:

- i. Creatividade S.A.: Overcoming the invisible forces that stand in the way of true inspiration / Ed Catmull.
- ii. Where good ideas come from / Steven Johnson
- iii. Dilemma of innovation / Clayton Christensen

Each selected Proposal grants to the Applicant the right to receive just one book.

The total award amounts to 90 (ninety) books, 30 (thirty) copies of each book.

If the copies are exhausted, it will be up to ENEL BRASIL to assess if to increase the number of the books available.

The books will be delivered free of charge to the recipients, within a maximum period of 60 (sixty) days, counting from the date of notification of the award assignment.

If the winning proposal is presented by a team, the prize will be awarded to all member of the team

### 2) Proposals selected as winning Proposals in the second phase:

The Applicants whose Proposals has been selected as winners by the business line, in addition to the book, we will be able to choose, as a prize, an innovation training offered by innovation culture area, among the following options:

- i. Creative Sessions (CPS): Methodology for solving problems of chronic processes from a structured flow of ideation;
- ii. Startup Mundi: A board game that simulates the entrepreneur's path, allowing participants to know all the stages of creating a new business according to good acceleration practices, in addition to training their sales pitch and learning about experimentation.

The courses will be offered, in person or online, until 12/10/2020 according to dates to be proposed and announced by the Innovation Culture area to the awarded Proposals.

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If the winning proposal is presented by a team, the prize will be awarded to all member of the team.

## **6. Application**

Proposals will be submitted exclusively online through the Platform.

The Applicants are requested to submit their Proposals in Portuguese or English.

Applications submitted by any other means will not be considered.

Proposals shall be submitted in a single stage and shall include the following sections:

- 1.Information about the Applicant; in case the applicant is a team, the natural person submitting the application shall be automatically treated as the team authorized representative – Team Leader; 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 named “Team Composition”;
- 2.Information about the Proposals. The Applicants are requested to use the given format that appears in the Platform;
- 3.Possibility to upload supporting documents for a maximum of 5 files (25MB total size). Supporting documents can be submitted only in English. Applicants can include sample/examples of their project deliverables to support the Proposal (e.g. prototypes, presentations, videos, graphic materials, websites, documents etc). A short video (max 1 minute) is suited to support, and in any case finalists will be asked to deliver a video to pitch their proposal for the committee that will select the winner;

Applications to more than one Challenge per participant(s) is allowed, provided that a different application is submitted for each Challenge.

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. Evaluation process and deadlines**

The BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION is structured in the following phases:

O DESAFIO BRASIL DE INOVAÇÃO - COVID 19 está estruturado nas seguintes fases:

### **Phase 1**

#### **A. Submission.**

Applicants will submit their Proposals on the Platform from April 24 of 2020 to May 08 of 2020 (within 23.59 CET).

Enel Brasil has the right to extend the closing of this phase for a maximum period of 30 days and to announce such an extension.

During the Submission phase, the Applicants can also submit questions regarding the BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION by sending an email to [cultura.inovacao@enel.com](mailto:cultura.inovacao@enel.com).

A feedback/clarification will be issued and published as an attachment in the Platform within maximum three (3) days.

Applicants must accept these Terms and Conditions, the Terms of Use and Privacy policy of the Platform, as well as declare under their own responsibility the absence of conflicts of interest.

## **B. Prescreening of the Proposals**

The Innovation Culture area will verify if the Proposals meet the minimum requirements set in the Campaign landing page. In order to be eligible for evaluation, submissions should be completed and submitted before the deadline through the Platform.

The decisions of the Evaluation Committee are based on the criteria stated above at their sole discretion; all the decisions of the Evaluation Committees will be final and binding on all matters related to this Campaign.

The Evaluation Committee undertakes to evaluate the Proposals with no prejudice and without facilitations to any Applicant in exchange of personal benefits.

If approved by the Evaluation Committee, the Proposals will proceed to the second phase.

The First Phase includes the following steps:



## Phase 2

To participate in the second phase, it is mandatory and eliminatory to sign the Intellectual Property Assignment Term (Annex C) and send it via email or WhatsApp to [cultura.inovacao@enel.com](mailto:cultura.inovacao@enel.com) not later than 5 working days of receiving a communication email which informed the access to the Phase 2. If the Applicant is a team, each member of the team should sign the Declaration. After signing the terms of intellectual property and copyright, the ideas will be sent by the innovation culture team to the challenges owners who will create a working group to structure an action plan for prioritizing and developing the ideas approved in the first phase.

The flow of the second Phase of this “Campaign” includes the following steps:



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

### Phase 1:

#### Submission

after a formally valid submission, the Applicants will receive a confirmation by the Platform.

#### Confirmation of the Proposal Approval

At the end of the Phase 1 a specific communication approval/rejection will be sent to the Applicants by Enel Brasil.

### Phase 2:

Within 3 (three) months of the approval of the Proposal, the relevant Business Line will inform Innovation Culture area if the idea was implemented or not. The 3-month period for awards in the

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second phase is necessary so that the Business Line has time to structure the Working Groups needs as investments, process adjustments and even involvement of the Global Digital Solutions areas, People and Organization, Legal and others.

### **Evaluation Criteria**

- 1) The Proposals for each Challenge will be assessed by an evaluation Committee composed by Innovation Culture Area and employees of the relevant Enel Brasil Business Line (the “**Evaluation Committee**”) on the basis of the criteria below:
  - I. Technical feasibility
  - II. Economic feasibility
  - III. Business potential for Enel
  - IV. Innovation level

Ideas will be considered disqualified if they are:

- i. Not targeted with specific challenge;
- ii. Outside the context of COVID-19;

The decisions of the Evaluation Committee are based on the criteria stated above, but in the end are at their sole discretion; all the decisions of the Evaluation Committees will be final and binding on all matters related to this Campaign.

The Evaluation Committee undertakes to evaluate the Proposals with no prejudice and without facilitations to any Applicant in exchange of personal benefits.

## **8. Evaluation Committees**

The Evaluation Committee shall be formed as follows:

The challenge owners are responsible of the challenge’s selection and description.

The Innovation culture are responsible to evaluate and select the Proposal with support of the challenge owners

<b>Challenge Owner</b>	<b>Challenge Title</b>
<b>Marcelo Vieira Barbosa - marcelo.barbosa@enel.com Jose Eduardo Pereira De Souza Tovar - eduardo.tovar@enel.com</b>	<b>How to continue the service of Enel stores by distance?</b>
<b>Marcelo Vieira Barbosa - marcelo.barbosa@enel.com Jose Eduardo Pereira De Souza Tovar - eduardo.tovar@enel.com</b>	<b>How to measure the energy consumptions and bills delivery in quarantine?</b>
<b>Michelle Muruci Abreu - michelle.muruci@enel.com</b>	<b>What technologies can we develop / contract to maintain productivity in the works, reducing the risks of contagion?</b>



<b>Paulo Henrique Almeida - paulo.cavalcante@enel.com</b>	<b>How can we ensure that contractors send us consolidated information about the protective measures they are taking with COVID-19 at work?</b>
<b>Marcus Aurelio Mascaro Martinelli - marcus.martinelli@enel.com Rogerio Correia Da Costa - rogerio.costa@enel.com</b>	<b>How can we inspect the activities carried out versus what was hired and paid without involving the physical presence of several professionals and partners, avoiding the risk of contamination?</b>

<b>Team</b>	<b>Area</b>
<b>Larry Douglas Pessoa Medeiros , Enel larry.medeiros@enel.com Thais Da Silva Mendonca , Enel thais.mendonca@enel.com Matheus Da Silva Costa , Enel matheus.costa@enel.com Luiz De Gonzaga Coelho Junior , Enel luiz.junior@enel.com Thais Carvalho Pinto De Oliveira , Enel thais.poliveira@enel.com</b>	<b>Innovation Culture</b>

## **9. Enel Brazil rights on submissions**

Notwithstanding the provisions of articles 49 and 50 et seq. of Law nº 9.610/1998, article 4 of Law nº 9.609/1998 and articles 88 et seq. of Law 9.279/1996, the Campaign Candidate and the team member (if the Candidate be a team) when entering the Challenge:

- 1) Grants to Enel Brazil an irrevocable, royalty-free, worldwide right and license to: i) use, review, assess, test, and otherwise analyze proposals and all their contents in connection with the Campaign; and ii) feature proposals and all their contents only in connection with the Campaign (including but not limited to internal and external presentations, tradeshow, and screen shots of the Competition entry process in press releases) in all media (now known or later developed);
- 2) Undertakes to sign the Intellectual Property Assignment Term (Annex c) required in Phase 2 and any other necessary documentation that may be required for Enel Brazil and its designees to make use of the rights granted above;
- 3) Understands and acknowledges that Enel Brazil 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;
- 4) Understands and acknowledges that Enel Brasil cannot control the incoming information disclosed to Enel Group personnel in the course of entering the Brazil Innovation Challenge – Covid 19, or what Enel Group personnel will remember about any Proposal. It is also understood and accepted that Enel Brazil will not change the work assignments of the personnel who have had

access to the Proposal. By entering the Brazil Innovation Challenge – Covid 19, the Applicant agrees that ENEL BRASIL and Enel S.p.A. cannot be held liable under this section or copyright or trade secret law for the use of information which Enel group personnel may retain in their memories while developing or deploying our products or services;

5) Understands and acknowledges that, after the winner announcement, Proposals may be posted on a website selected by ENEL BRASIL or viewing by visitors to such website or promoted through its regular and ad-hoc media channels, events etc. ENEL BRASIL is not responsible for any unauthorized use of the Proposal by visitors to such website. While Enel BRASIL reserves these rights, is not obligated to use the Applicant's Proposal for any purpose, even if it has been selected as a winning Proposal.

6) Agrees that Enel BRASIL can, at its sole discretion, use the data of the winning Candidates in any press, media or internet, without the need of any financial compensation and/or specific authorization for this; and

7) Agrees to hold ENEL BRASIL and Enel S.p.A. harmless and exempt from any civil and criminal obligation or liability claimed by third parties, which may arise as a result of its participation in the Campaign or in any way related to it, especially regarding the allegation of violation of copyright, industrial property and intellectual property of third parties including any liability and/or expense arising from claims, losses, damages, lawsuits, judgments, costs of proceedings or fees of any kind and nature. In such cases, ENEL BRASIL and Enel S.p.A. will notify the participant in writing of the claim, lawsuit or proceeding so that the Candidate can take all necessary and pertinent measures.

## **10. Changes to Terms and Conditions**

By submitting the Proposal, the Applicant acknowledges that ENEL BRASIL and Enel S.p.A. may vary these Terms and Conditions at any time at their sole discretion. This includes changes to dates for deadlines and events, locations or specifications of the BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION and/or prizes.

Any changes to these Terms and Conditions will be posted on the Platform.

Applicants should regularly visit the Platform to check if any update of the Terms and Conditions has been posted.

No changes can be retroactive, giving the same rights to the participants yet registered to the Platform.

## **11. Conflicts**

In the case of any conflict between the present Terms and Conditions and the Terms of Usage of the Platform, the present Terms and Conditions shall prevail.

## **12. Cancellation, changes or suspension of the challenge**

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 BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION, ENEL BRASIL reserves the right to cancel, change, or suspend this BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION. 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 BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION, ENEL BRASIL reserves the right to select winners from among all eligible entries received before ENEL BRASIL had to cancel, change or suspend the BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO

CREATE NEW FORMS OF OPERATION. If any applicant or member of a team attempts to compromise the integrity or the legitimate operation of this BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION, or if ENEL BRASIL has reason to believe that an applicant or member of a team have compromised the integrity or the legitimate operation of this BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION by cheating, hacking, creating a internet bot or other automated program, or by committing fraud in any way, ENEL BRASIL may seek damages to the fullest extent permitted by law. Further, ENEL BRASIL may disqualify and ban any unfair participant from this and any future OpenInnovability.com challenges The BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION may be canceled also if: (i) no Proposals are received; (ii) the committee doesn't identify any winner or (iii) the winner must be excluded.

### **13. Cost and taxes**

Any eventual cost and tax relevant to the participation to the BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION shall be exclusively supported 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 Terms and Conditions, ENEL BRASIL and Enel S.p.A. are not liable for possible deficiencies of the Platform.

Please note that ENEL BRASIL and Enel S.p.A. are not responsible for problems regarding computers, networks or any other reasons that may lead to lost, damaged and/or late entries.

### **15. Governing law and jurisdiction**

With the exception of the articles 4 and 9, which will be governed by Brazilian law, BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION is ruled by Italian law. Any disputes shall be exclusively set by the Courts of Rome.

**ANNEX A****PARTICIPATING COMPANIES - ENEL BRASIL, HOLDING, SUBSIDIARIES AND SUBSIDIATES**

Enel Brasil S.A.
Central Geradora Termelétrica Fortaleza S.A. - CGTF
Enel Cien S.A.
Ampla Energia e Serviços S.A.
Companhia Energética do Ceará - Coelce
Enel X Brasil S.A.
Central Geradora Fotovoltaica São Francisco Ltda
Celg Distribuição S.A.
Eletropaulo Metropolitana Eletricidade de São Paulo S.A.
Enel Brasil Tecnologia de Rede S.A.
Enel Brasil Trading S.A.
Enel Green Power Cachoeira Dourada S.A.
Enel Green Power Volta Grande S.A.

## ANNEX B

## PARTICIPATING COMPANIES - ENEL GREEN POWER COMPANIES IN BRAZIL

PCHs - SEM PROJETO	
Alvorada Energia S.A.	
Apiacás Energia S.A.	
EGP Mourão S.A.	
EGP Paranapanema S.A	
Isamu Ikeda	
Primavera Energia S.A	
Quatiara Energia S.A	
Socibe Energia S.A	

PROJETO	SOCIEDADES INTEGRANTES
PROJETO APIACÁS	EGP Cabeça de Boi S.A
	EGP Fazenda S.A
	EGP Salto Apiacás S.A

HIDROELÉTRICAS - ENEL BRASIL	
Enel Green Power Cachoeira Dourada S.A.	
Enel Green Power Volta Grande S.A.	

PROJETO	SOCIEDADES INTEGRANTES
PROJETO LAGOA DO SOL	Enel Green Power Lagoa do Sol 01 S.A.
	Enel Green Power Lagoa do Sol 03 S.A.
	Enel Green Power Lagoa do Sol 04 S.A.

Parque Eólico Cristalândia Ltda. (SEM PROJETO) - [não faz mais parte do Grupo EGP]	
Parque Eólico Ventos da Boa Vista Ltda. (SEM PROJETO)	
Parque Eólico Palmas dos Ventos Ltda. (SEM PROJETO)	

PROJETO	SOCIEDADES INTEGRANTES
PROJETO BOA VISTA	EGP Boa Vista Eólica S.A.

PROJETO	SOCIEDADES INTEGRANTES
PROJETO CRISTAL	EGP Cristal Eólica S.A.
	EGP Primavera Eólica S.A.
	EGP São Judas Eólica S.A.

PROJETO	SOCIEDADES INTEGRANTES
PROJETO CURVA DOS VENTOS	EGP Emiliana Eólica S.A .
	EGP Joana Eólica S.A.

PROJETO	SOCIEDADES INTEGRANTES
PROJETO FONTE DOS VENTOS	EGP Pau Ferro Eólica S.A.
	EGP Pedra do Gerônimo Eólica S.A.
	EGP Tacaicó Eólica S.A.
	EGP Fontes dos Ventos 02 S.A.
	EGP Fontes dos Ventos 03 S.A.

PROJETO	SOCIEDADES INTEGRANTES
PROJETO CRISTALÂNDIA [não faz mais parte do Grupo EGP]	EGP Cristalândia Éolica I S.A
	EGP Cristalândia Éolica II S.A

PROJETO	SOCIEDADES INTEGRANTES
PROJETO SERRA AZUL	EGP Damascena Eólica S.A
	EGP Maniçoba Eólica S.A
	EGP Esperança Eólica S.A
	EGP Dois Riachos Eólica S.A

PROJETO	SOCIEDADES INTEGRANTES
PROJETO DELFINA	EGP Delfina A Eólica S.A
	EGP Delfina B Eólica S.A
	EGP Delfina C Eólica S.A
	EGP Delfina D Eólica S.A
	EGP Delfina E Eólica S.A
	EGP Zeus II - Delfina VIII (EM FASE DE CONSTRUÇÃO)

PROJETO	SOCIEDADES INTEGRANTES
PROJETO MODELO	EGP Modelo Eólica I S.A.
	EGP Modelo Eólica II S.A

PROJETO	SOCIEDADES INTEGRANTES
PROJETO LAGOA	EGP Ventos de Santa Ângela 1 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Ângela 2 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Ângela 3 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Ângela 4 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Ângela 5 S.A. (EM FASE DE CONSTRUÇÃO)

	EGP Ventos de Santa Ângela 6 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Ângela 7 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Ângela 8 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Ângela 9 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Ângela 10 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Ângela 11 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Ângela 14 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Ângela 15 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Ângela 17 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Ângela 19 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Ângela 20 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Ângela 21 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Angela ACL 12 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Angela ACL 13 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Angela ACL 16 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Angela ACL 18 S.A. (EM FASE DE CONSTRUÇÃO)
	Enel Green Power Ventos de Santo Orestes 1 S.A.
Enel Green Power Ventos de Santo Orestes 2 S.A.	

PROJETO	SOCIEDADES INTEGRANTES
<b>PROJETO MORRO DO CHAPÉU</b>	EGP Morro do Chapéu Eólica I S.A
	EGP Morro do Chapéu Eólica II S.A. (EM FASE DE CONSTRUÇÃO)
	EGP São Abraão Eólica S.A
	EGP Ventos de Santa Esperança 1 S.A.
	EGP Ventos de Santa Esperança 3 S.A.
	EGP Ventos de Santa Esperança 7 S.A. (antiga EGP Lagedo Alto)
	EGP Ventos de Santa Esperança 08 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Esperança 13 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Esperança 15 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Esperança 16 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Esperança 17 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Esperança 21 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Esperança 22 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Esperança 25 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Ventos de Santa Esperança 26 S.A. (EM FASE DE CONSTRUÇÃO)

PROJETO	SOCIEDADES INTEGRANTES
<b>PROJETO DOM INOCÊNCIO</b>	EGP Ventos de São Roque 01 S.A.
	EGP Ventos de São Roque 02 S.A.
	EGP Ventos de São Roque 03 S.A. (EM FASE DE DESENVOLVIMENTO)
	EGP Ventos de São Roque 04 S.A.
	EGP Ventos de São Roque 05 S.A. (EM FASE DE DESENVOLVIMENTO)
	EGP Ventos de São Roque 07 S.A. (EM FASE DE DESENVOLVIMENTO)
	EGP Ventos de São Roque 08 S.A.
	EGP Ventos de São Roque 11 S.A.
	EGP Ventos de São Roque 13 S.A.
	EGP Ventos de São Roque 16 S.A.
	EGP Ventos de São Roque 17 S.A.
	EGP Ventos de São Roque 18 S.A.
	EGP Ventos de São Roque 19 S.A.
	EGP Ventos de São Roque 22 S.A.
	EGP Ventos de São Roque 26 S.A.
	EGP Ventos de São Roque 29 S.A.
Fótons de Santo Anchieta Energias Renováveis S.A.	
Ventos de São Roque Energias Renováveis S.A.	

PROJETO	SOCIEDADES INTEGRANTES
<b>PROJETO CUMARU</b>	EGP Cumarú 01 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Cumarú 02 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Cumarú 03 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Cumarú 04 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Cumarú 05 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP Cumarú 06 S.A.
	EGP Cumarú 07 S.A.

Central Geradora Fotovoltaica Bom Nome Ltda (SEM PROJETO)

PROJETO	SOCIEDADES INTEGRANTES
<b>PROJETO ITUVERAVA</b>	EGP Ituverava Norte Solar S.A
	EGP Ituverava Sul Solar S.A
	EGP Ituverava Solar S.A

PROJETO	SOCIEDADES INTEGRANTES
<b>PROJETO NOVA OLINDA-</b>	EGP Horizonte MP Solar S.A



<b>HORIZONTE-LAPA</b>	EGP Nova Olinda B Solar S.A [não faz mais parte do Grupo EGP]
	EGP Nova Olinda C Solar S.A [não faz mais parte do Grupo EGP]
	EGP Nova Olinda Sul Solar S.A [não faz mais parte do Grupo EGP]
	EGP Nova Olinda Norte Solar S.A [não faz mais parte do Grupo EGP]
	EGP Bom Jesus da Lapa Solar S.A [não faz mais parte do Grupo EGP]
	EGP Nova Lapa Solar S.A [não faz mais parte do Grupo EGP]

<b>PROJETO</b>	<b>SOCIEDADES INTEGRANTES</b>
<b>PROJETO SÃO GONÇALO</b>	EGP São Gonçalo 1 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP São Gonçalo 2 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP São Gonçalo 3 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP São Gonçalo 4 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP São Gonçalo 5 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP São Gonçalo 6 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP São Gonçalo 7 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP São Gonçalo 8 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP São Gonçalo 9 S.A
	EGP São Gonçalo 10 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP São Gonçalo 11 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP São Gonçalo 12 S.A. (EM FASE DE CONSTRUÇÃO)
	EGP São Gonçalo 13 S.A
	EGP São Gonçalo 14 S.A
	EGP São Gonçalo 15 S.A
	EGP São Gonçalo 16 S.A
	EGP São Gonçalo 17 S.A
	EGP São Gonçalo 18 S.A
	EGP São Gonçalo 19 S.A
	EGP São Gonçalo 21 S.A. (EM FASE DE CONSTRUÇÃO)
EGP São Gonçalo 22 S.A. (EM FASE DE CONSTRUÇÃO)	
Enel Green Power São Micael 4 S.A. (antiga SG 20)	
Enel Green Power São Micael 5 S.A.	

**ANEXO C**  
**TERMO DE CESSÃO DE PROPRIEDADE INTELECTUAL**

\_\_\_\_\_, (nationality), (marital status), (profession), registered with the CPF / MF under number \_\_\_\_\_, resident and domiciled at Rua \_\_\_\_\_, Brazil (hereinafter referred to as "ASSIGNOR"), as author of the Proposal "[COMPLETE WITH THE DESCRIPTION OF THE IDEA AND / OR SOLUTION IMPLEMENTED]", submitted to Enel BRAZIL INNOVATION CHALLENGE SEEKS IDEAS TO CREATE NEW FORMS OF OPERATION (as defined in the Terms and Conditions of that Challenge), assigns full and free of charge to [XXXXXX], company established at [XXXXXXXXXXXXXXXXXX] (hereinafter "ASSIGNEE") all rights over the referred said invention, susceptible of protection as copyright, or industrial property or intellectual property, according to articles 49 and 50 et seq. of Law 9,610/1998, article 4 of Law 9,609/1998 and articles 88 et seq. of Law 9,279/1996, recognizing and stating that all inventions, or improvements, enhancements and developments in the invention, are the sole and exclusive property of the ASSIGNEE, which will use it at your sole discretion. This assignment is definitive, irrevocable, and irreversible, without any reservations or limitations of time or place.

The ASSIGNOR hereby acknowledges that the invention can be used, reproduced, incorporated, copied, altered or disclosed by the ASSIGNEE, in whole or in part, at any time, without restriction as to any form of use, and may even assign the invention to third parties.

The Central Forum is elected as the only competent body to settle any demand arising from this Assignment Term, with express waiver of any other, however privileged it may be.

This Assignment Term is executed in two copies of equal content and form.

Rio de Janeiro, \_\_ de \_\_\_\_\_ de 20\_\_

\_\_\_\_\_  
ASSIGNOR

Witnesses:

1. \_\_\_\_\_  
CPF / MF

2. \_\_\_\_\_  
CPF / MF: