

Reduction To Practice (RTP) Challenge-Specific Agreement

Please Read This Carefully! You are agreeing to a RTP Challenge-Specific Solver Agreement for this particular [RTP Challenge] ("**Challenge®**") only, as permitted in the [Terms of Use](#). Enel Global Infrastructure and Networks S.r.l. (the "**Seeker**"), acting as the Seeker for this Challenge, has required that you accept these special terms, so please take the time to understand them.

Please note that this Challenge is managed by Wazoku Ltd the challenge program partner of Enel S.p.A, Open Innovability.

If you click "I agree" and proceed to the openinnovability.enel.com platform (the "**Platform**") for this Challenge, this Challenge-Specific Agreement ("**CSA**") will be a valid and binding agreement for all purposes relating to this Challenge and an addition to the existing [Terms of Use](#) that you accept when you registered as a Solver for all purposes relating to this Challenge. Please print and keep a copy of this CSA. No provisions you may have agreed to that are specific to any other individual Challenge will apply.

1. Proposed Solutions. The Seeker is looking for a new design concept for a prefabricated secondary substation which must have innovative features in design and materials, incorporating the principles of circular economy and sustainability. The new design must ensure, both in the technical characteristics and in those of the product, the complete observance of the technical and safety regulations currently enforced for its use and installation.

To this purpose, effective on 13 December 2021, the Seeker will launch on the Platform the Challenge.

As a Solver you may submit to Open Innovability a proposed solution (your "**Proposed Solution**") to the Challenge posted on the website by the Seeker to which this CSA relates. In addition, by submitting your Proposed Solution(s) you agree to provide additional reasonable assistance and information concerning your Proposed Solution to the Seeker, if requested. **BY SUBMITTING A PROPOSED SOLUTION, YOU UNDERTAKE TO MARK ANY CONFIDENTIAL INFORMATION AS STRICTLY CONFIDENTIAL.** Solvers with Proposed Solutions that are highly responsive to the terms of the Challenge may be selected and contacted by the Seeker for next steps.

2. Description of the Challenge. The Challenge is listed in the Challenges page of Open Innovability® (www.openinnovability.enel.com) on the dedicated page: <https://openinnovability.enel.com/projects/designing-a-sustainable-secondary-substation>.

3. Definition of Submission. The Solver who takes part to the Challenge shall submit the Proposed Solution through the Platform in relation to the Challenge described in paragraph 2. The submitted Proposed Solutions must be completed: please make reference to paragraph 6 for more details on submission.

4. Eligibility of Solvers. This Challenge is dedicated to designers, Engineer, Architect, design studios, startups, scaleups and SMEs, industries incorporated in any country.

Spouses, partners or any relatives of employees, up to the fourth grade determined according to Italian law, of the companies of the Enel Group who have worked in the technical sector of operation and maintenance or engineering and construction in the perimeter of Infrastructure and Networks, in the moment of the Challenge, on the new design concept for a prefabricated secondary substation , are not eligible for the participation in this Challenge. It is the Solver's responsibility to verify with the members of his/her kinship or spouse or partners (or with regard to his/her team members') whether any of them is connected in any way to the Challenge or the Open Innovability® Platform and request (by e-mail to EnelOpenInnovabilityChallenges@wazoku.com), if necessary, any additional information to the Seeker to fulfill such obligation, as well as their spouses or partners and their relatives up to the fourth degree, are not eligible for participation.

By applying to the Challenge, the Solver shall represent and warrant that:

- i. is eligible to participate in the Challenge;
- ii. all the information contained in the Proposed Solution is true, accurate and complete and you will maintain and update the Solver information to keep it true, accurate, current and complete;
- iii. has viewed and accepted the privacy policy of the Platform;
- iv. has not breached any laws in the country of residence regarding the legality of entering and participation in the Challenge;
- v. if you are an individual that you are at least 18 years old;
- vi. if you are an individual representing a business or other entity, you are authorized to enter into this CSA on behalf of that business or entity;

- vii. is not in a position of conflict of interest with the Challenge;
- viii. the Proposed Solution does not: (i) violate the rights - including, but not limited to, copyrights, trademark rights, patent rights, trade secrets or privacy rights - of any third party; (ii) prominently feature any trademarks or logos;
- ix. releases and undertakes to hold harmless the Seeker 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 Challenge and/or the implementation of the activities related to the Challenge.

The Seeker reminds all Solvers 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 Solver hereby acknowledges the Code of Ethics of the Enel Group as binding and confirms to adhere to it. The Solver 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.

The Seeker and Enel S.p.A. reserve the right to reject any proposal that does not comply with these CSA. If the Challenge is won by a Solver not meeting the cited requirements, the Solver will lose the right to the award.

5. Proposed Solution. Proposed Solutions will be submitted exclusively online through the Platform.

The Solvers are requested to submit their Proposed Solutions in English or Italian

The Proposed Solutions submitted by any other means will not be considered.

The Proposed Solutions shall be submitted in a single stage and shall include the following sections:

- 1) a detailed description of the proposed solution addressing specific Solution Requirements;
- 2) well-substantiated rationale and pertinent data to support why architectural design is sustainable and highlighting any innovative features;
- 3) schematics that illustrate important aspects of the design (e.g. electrical, mechanical, visual, functional);

- 4) a bibliography of relevant literature (e.g. journal articles, patents, trade materials) that support the proposed solution;
- 5) an assessment of initial installation and continued maintenance costs;
- 6) estimate of cost level for different volumes, prototyping timeline, and go-to-market strategy.

The Solver is not allowed to post, upload, transmit, distribute, create derivative works or publish on the Platform the following materials:

- illegal, slanderous, defamatory, offensive, fraudulent, pornographic, sexually explicit, threatening material or material violating privacy or the rights of the person, the parties involved or any third party (including other Solvers);
- material which may represent, encourage or provide instructions for a crime or which may violate state, national or international laws;
- material violating the rights of industrial property or intellectual property of any person;
- material copied or inspired by the one published by another Solver;
- material which may result in any way dangerous for minors;
- promotions, electoral campaigns, advertising or not requested incentives;
- virus, malware or other hazardous files;
- material limiting the use or the fruition by any other Solver or the participation in the Challenge, or in addition material which may expose Enel S.p.A and the Seeker to any responsibilities;
- material violating the CSA and any other document and/or guideline published on the Platform, not to mention applicable norms.

The Solver is the sole person responsible for Proposed Solution.

Solvers are strongly recommended not to wait until the last minute to submit the Proposed Solutions. Failure of the Proposed Solutions to arrive in time for any reason, including extenuating circumstances, will result in rejection of the Proposed Solution.

6. Evaluation Process and deadlines.

A. Submission

The Solvers will submit their Proposed Solutions on the Platform from 13 December 2021 to 31 January 2022 within 23:59 CET (the “**Date of Expiration**”).

The Seeker has the right to extend the closing of this phase and to announce such an extension. Also, the Seeker has the right to withdraw the Challenge at its sole discretion.

The Solver must accept this CSA, the Terms of Use and Privacy policy of the Platform, as well as declare under their own responsibility the absence of conflicts of interest.

After a formally valid submission, the Solvers will receive a confirmation by the Platform.

B. Evaluation Criteria

The Proposed Solutions will be assessed by the Seeker on the basis of the criteria below:

- i. Technical and normative compliance indicated in the solution requirements;
- ii. Better integration in urban and rural context;
- iii. Adoption of circular economy and sustainability principles;
- iv. Aesthetic and communication quality;
- v. Innovation;
- vi. Economic and realization feasibility, according to cost estimation].

It is understood that, in any case, the evaluation and any decision to proceed further with any Solver is at complete discretion of the Seeker.

C. Evaluation Process

The Seeker team will evaluate each Proposed Solutions, getting in touch with the Solver if additional information is needed.

Following this preliminary evaluation, the Proposed Solution(s) that meet the requirements of the Challenge will be further evaluated by the Seeker and/or other business lines within Enel Group. In this second evaluation, an analysis based on technical parameters, economic and business impact for the Seeker will be performed. The presentation of the Proposed Solution will also be evaluated.

At the end of the assessment, the Solver will receive a feedback.

7. Award and Payment. The Seeker has absolute and sole discretion over the awarding of prizes and the exercise of preemption/option rights. The Seeker reserves the right to close the Challenge without awarding any prizes. The Seeker will recognize:

- i. to the winning Solver (“the **Winning Solver**”), an amount of 30,000 euros;
- ii. to the selected Solver who will be selected for the option/pre-emption right (“the **Selected Solvers**”), an amount of 7,000 euros;

collectively the “**Awards**”.

The payment of the Awards shall be conditioned upon the entering, by the Winning and the Selected Solvers respectively, of an agreement, as better described below (“**IP Transfer Agreement**”) with the Seeker (or the Enel Group company that will be alternatively designated as party of the IP transfer agreement), for the permanent transfer of the intellectual property rights on the Proposed Solutions for a consideration amounting to the Awards as defined under i. and ii. above.

Unless explicitly differently indicated, all Awards are expressed and awarded in Dollars.

The Winning and the Selected Solver shall arrange and send to Enel S.p.A. – the Seeker, all documents required to receive the Awards.

The Seeker will pay the Award via bank transfer within 120 (one hundred twenty) day send-of-month from the winner announcement date or from the date of notification by Enel S.p.A. to the Winning Solver.

The payment term is not essential and is subject to the receipt of all the documentation required by the Seeker or Enel S.p.A. from the Winning Solver.

Before the payment of the Awards, the Winning and the Selected Solvers pledge henceforth to subscribe a private treaty with the Seeker or the Enel Group company that will be indicated, for the permanent transfer of the economic exploitation right related to the Proposed Solutions.

The Winning and the Selected Solvers also pledge to collaborate with Enel S.p.A and the Seeker, if necessary, upon their request for the further development of the Proposed Solutions, with at least one revision. The Winning and the Selected Solvers also pledge to provide the materials used for their development (including, but not limited to, blueprint, technical drawing, CAD files, etc.).

The payment of the Awards to the Winning and Selected Solvers by the Seeker is conditioned to the positive assessment of the internal control procedures on Enel Group counterparts.

- 8. Taxation.** You understand that the Award represents a complete payment, net of any local taxes that the Seeker may be required to withhold, and that you are not entitled to any other compensation of any kind.

If local law does not require withholding of taxes, all taxes on Awards shall be your sole responsibility.

- 9. Seeker rights on the Proposed Solutions and Intellectual Property rights.** At the time you send any Proposed Solution, in whole or in part, to Open Innovability®, and whether or

not your Proposed Solution is selected by the Seeker, **Enel S.p.A. and the Seeker will not have any obligation to return any materials (including for example, drawings, photos, and prototype models) included in the Proposed Solution.**

The Seeker, its affiliates, licensees, successors and assignees are in no way obligated to use or continue to use your Proposed Solution (and have no obligation to you or any other person or entity after your Proposed Solution is received).

Except as provided for the winning Proposed Solution and for the Seeker's pre-emption/option right, all intellectual property rights, if any, in the idea or concept demonstrated by the Proposed Solution will remain with the Solver. By submitting a Proposed Solution to this Challenge, You are aware that Enel S.p.A. and the Seeker may share your Proposed Solution with the companies of the Enel Group for the evaluation of the Proposed Solutions within the Challenge.

Enel S.p.A., Wazoku and the Seeker undertake to treat as confidential any information marked as strictly confidential by the Solver and to not disclose the confidential information to any third party. For the purposes of this CSA, Enel Group companies are not considered as third parties. You recognize that other persons, including other Solvers, may have provided the Seeker or others, or made public (or may in the future submit, or make public) materials that are the same or similar to your Proposed Solution. You acknowledge and agree that the Seeker shall have the right to use such same or similar materials, and that you will not be entitled to any compensation arising from the Seeker's use of such materials. By submitting a Proposed Solution, you understand, recognize and accept that the Seeker has access to, may create in the future or has previously created materials and ideas which may be similar or identical to your Proposed Solution in concept, theme, idea, format or other respects.

When a Proposed Solution is submitted, the Solver declares and guarantees under its own exclusive responsibility to be the rightful owner of the Proposed Solution, to have right to dispose of it and that it is not in violation of any intellectual property rights of third parties.

You undertake to treat as confidential any information that Enel S.p.A, the Seeker and any Enel group company will exchange with You within the Challenge.

Each confidentiality obligations set in this CSA shall survive after the termination of this Challenge.

The Solvers grant the following rights:

a) For all Proposed Solutions: the Solvers grant to Seeker an exclusive 6 (six) months free pre-emption/option right to acquire all rights on, and deriving from, the Proposed Solutions

submitted and uploaded on the Platform. The pre-emption/option right will expire 6 (six) months after the Date of Expiration of the Challenge and will not have any territory limitation. During the term for the exercise of the above pre-emption/ option right, the Solvers undertake not to:

- grant to any third parties any rights on the submitted Proposed Solutions;
- reveal to any third party any information that relates to Proposed Solutions Intellectual Property (“IP”) or do anything else likely to impair any of the Proposed Solutions IP.
- use, propose or submit to third parties the Proposed Solutions submitted in the framework of the present Challenge.

During the term for the exercise of the above pre-emption/ option right, the Seeker will have only the right to test and study the Proposed Solutions for evaluation purposes at internal level and will not – in any way – disclose any content of the same Proposed Solutions to any third party, thus protecting the rights of the Solvers from any undue disclosure of the Proposed Solutions.

By exerting such pre-emption/option right the Seeker will obtain the ownership and any and all intellectual property rights, including the right of commercial exploitation of the Proposed Solutions, except for moral rights.

If the pre-emption/option right is exercised by the Seeker on one or more Proposed Solutions within the 6 (six) months, the Selected Solvers for the exert of the pre-emption/option right undertake to sign a separate written agreement with the Seeker for the transfer of the ownership and any and all intellectual property rights over the selected Proposed Solutions (“**IPRs Option right Agreement**”).

The signature of the IPRs Option right Agreement by the Seeker will be conditioned to the positive assessment of the Selected Solvers to the internal control procedures on Enel Group counterparts.

The Seeker will pay the Award to the Selected Solvers only after the signature of the IPRs Option right Agreement by both Parties.

Such IPRs Option right Agreement will provide for the payment by the Seeker in favor of the Selected Solvers of an amount of 7.000 euros for the selected Proposed Solutions. After 6 (six) months following the Date of Expiration of the Challenge, if the Seeker has not exercised the pre-emption/option right, the Solvers will be free to use the submitted Proposed Solutions.

b) For the sole winning Proposed Solution of the Challenge: For the winning Proposed

Solutions, the Winning Solvers undertake to irrevocably assign to the Seeker the ownership and any and all intellectual property rights over the winning Proposed Solution, except for moral rights, including by way of example the right to commercial exploit, publish, reproduce, exhibit, execute, distribute, adapt, revision, modify, translate the winning Proposed Solution and make any deriving projects and otherwise use the winning Proposed Solution, as well as the right to file any registration/ application for intellectual property rights protection on the winning Proposed Solution and/or on the projects deriving from the transformation/revision/modification of the Proposed Solutions themselves.

Therefore, upon the payment of the Award, except what provided above for the moral rights, the Winning Solver shall have no further claim, rights and/or entitlement towards the Seeker in relation to the winning Proposed Solution.

The Winning Solver is obliged to sign a separate written agreement (“**IPRs Agreement**”) with the Seeker for the permanent transfer of ownership and any and all intellectual property rights, included the economic exploitation rights related to the Proposed Solution.

The signature of the IPRs Agreement by the Seeker will be conditioned to the positive assessment of the Solvers to the internal control procedures on Enel Group counterparts.

The Seeker will pay the Award to the Winning Solver only after the signature of the IPRs Agreement by both parties. The Winning Solver pledge to provide the materials used for their development (including, but not limited to, blueprint, technical drawing, CAD files, etc.) of the winning Proposed Solution.

The Seeker, at its own discretion and where it is possible, will use the names of the authors of the Proposed Solutions for communication purposes and in case of production of products deriving from the Proposed Solutions developed in the framework of the Challenge.

You acknowledge and agree that the Seeker and Enel S.p.A. are not responsible for and have no liability for the selection of a Winning Solver, if any. You further agree to hold the Seeker and Enel S.p.A. legally harmless in regard to the selection of a Winning Solver, if any. You agree to hold the Seeker and Enel S.p.A. legally harmless for any advice they may provide as to the quality or suitability of submitted solutions and agree to waive any claim against Enel (Open Innovability) and the Seeker for your failure to win an Award. The meeting of the requirements of the Challenge does not automatically mean that the Proposed Solution will be eligible for an Award or that you will be contacted by the Seeker.

PROPOSED SOLUTIONS MUST NOT CONTAIN OR INCLUDE IDEAS, CONCEPTS, SOLUTIONS OR TECHNOLOGY IN RESPECT OF WHICH A THIRD PARTY OWNS OR CONTROLS THE INTELLECTUAL PROPERTY. PROPOSED SOLUTIONS AND DESCRIPTIONS THEREOF MAY NOT INCLUDE TRADEMARKS OR TRADE NAMES OF CORPORATIONS OR ENTITIES WITHOUT THE PERMISSION OF THEIR OWNERS.

10. Changes to CSA. By submitting the Proposed Solution, the Solver acknowledges that the Seeker may vary these CSA at any time at their sole discretion. This includes changes to dates for deadlines and events, locations or specifications of the Challenge.

Any changes to these CSA will be posted on the Platform.

The Solvers should regularly visit the Platform to check if any update of the CSA has been posted.

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

11. Representations and Warranties. You represent and warrant that:

- i. All information provided by you regarding yourself and, if applicable, your business ("**Solver Information**") is true, accurate, current, and complete information and you will maintain and update the Solver Information to keep it true, accurate, current and complete;
- ii. If you are an individual representing a business or other entity, you are authorized to enter into this CSA on behalf of that business or entity;
- iii. Unless otherwise disclosed in the Proposed Solution, you are the owner of the Proposed Solution and the information contained in the Proposed Solution and the use thereof by the Seeker or Wazoku of any of the rights granted by you under this CSA, does not infringe or violate any patent, copyright, trade secret, trademark or other third-party intellectual property right and no other person or entity other than you has any right, title or interest in any part of your Proposed Solution;
- iv. No person who was engaged by you to work on the Proposed Solution in any manner has any claims for payment of any kind, including, without limitation, for royalties, has any approval or consultation rights or any rights of participation arising out of any use, exhibition or other exploitation of the Proposed Solution;
- v. You have the ability to provide the services, materials, or other requirements as set forth in the Proposed Solution in compliance with applicable laws.

12. Conflicts. In the case of any conflict between the present CSA and the Terms of Use of the Platform this CSA will prevail. If 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 Challenge the Seeker reserves the right to cancel, change, suspend this Challenge. If someone cheats or misconduct the Seeker reserves the right to exclude at its sole discretion such applicant from the Challenge.

If any Solver attempts to compromise the integrity or the legitimate operation of this Challenge or if the Seeker has reason to believe that a Solver have compromised the integrity or the legitimate operation of this Challenge by cheating, hacking, creating an internet bot or other automated program, or by committing fraud in any way, the Seeker and Enel S.p.A. may seek damages to the fullest extent permitted by law. Further, the Seeker and Enel S.p.A. may disqualify and ban any unfair Solver from this and any future OpenInnovability.com challenges.

The Challenge may be canceled also if: (i) no Proposed Solutions are received; (ii) the committee does not identify any Winning Proposed Solution; or (iii) the Winning Solver must be excluded.

13. Cost. Any eventual cost relevant to the participation to the Challenge shall be exclusively supported by the Solvers.

14. Limitation of liability. In addition to any other limitation of liability contained in this CSA, the Seeker and Enel S.p.A. are not liable for possible deficiencies of the Platform. Please note that the Seeker 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. The Challenge is ruled by Italian law. Any disputes shall be exclusively set by the Court of Rome.

16. General Conditions. You should not register with multiple email and/or street addresses. In the event of a dispute as to any Proposed Solution, the authorized account holder of the email address used to enter will be deemed to be the person who submitted the Proposed Solution. The authorized "account holder" is the natural person assigned an email address by an Internet

access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

The Seeker reserves the immediate right to disqualify you if, in its sole discretion, you: (i) do not comply with the Terms of Use or this CSA, (ii) tamper with the submission process, the Challenge, or the Website; or (iii) act in an uncooperative, unsportsmanlike, disruptive, abusive, or threatening manner.

Participation is conditioned on providing the data required on the online registration form. Personal data will be processed in accordance with Enel (Open Innovability)'s Privacy Policy which can be located at <https://openinnovability.enel.com/privacy/>.

When the User/Entity accesses Open Innovability and submits a solution, ENEL S.p.A. and other ENEL Group companies that consider the solution interesting or to be better investigated, become the independent Data Controller of the processing of all the information provided by the User/Entity. Enel will transfer only Personal Data necessary to perform the contract or necessary for pre-contractual measures to allow you to participate to the Challenge.

Solvers should direct any request to access, update, or correct information to Open Innovability. Neither Open Innovability nor Seeker is responsible for human error, theft, destruction, or damage to Proposed Solutions, or other factors beyond its reasonable control.

Declaration of honour. By submitting the Proposed Solution, the Solver, who is not an employee of the Enel Group companies, confirms that he has read and understood the “Declaration of Honour” on exclusion criteria and absence of conflict of interests attached in **Annex 1** to the present CSA.

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ANNEX 1

Declaration of Honour

I undertake to inform Enel S.p.A. and the Seeker, immediately, if after the date of submission till the end of the evaluation process, any of the exclusion of conflict of interest causes will arise.

Declaration of honour on exclusion criteria and absence of conflict of interest

The undersigned Solver declares that it (or persons having powers of representation, decision making or control over it) is not in one of the following exclusion situations:

- a) bankrupt, being wound up, having affairs administered by the courts, entered into an arrangement with creditors, suspended business activities, subject to any other similar proceedings or similar procedure provided for in national legislation or regulations;
- b) convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
- c) guilty of grave professional misconduct;
- d) in breach of social security or tax obligations in accordance with the legal provisions of the country in which it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) committed fraud, corruption, involved in a criminal organization or any other illegal activity;
- f) subject to a conflict of interest;
- g) made false declarations in supplying the information required, as a condition of participation in the challenge or has not failed to supply this information.

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