

## Enel Employee Wellbeing Technology Challenge Regulation

### 1. Introduction

Enel Green Power S.p.A. is looking for companies with disruptive technologies or developing innovations to track anonymised employee data which in turn provides its employees with a better way to manage and improve their well-being.

In order to scout such innovative solutions, Enel Green Power S.p.A. (hereunder also "EGP") launches on Enel Group Open Innovability® platform [www.openinnovability.enel.com] an open Challenge (hereinafter the "Challenge"), in collaboration with IBM and with the support of Whitespace.

The innovative solutions can be of interest also to other Enel Group's Company (hereinafter, the "Relevant Company"), besides EGP.

### 2. Description of the Challenge

The Challenge is relevant to the following issue: improving employees' well-being management while tracking anonymized employee data.

### 3. Definition of Submission

The proposer who takes part to this Challenge (hereinafter the "Applicant") will submit the solution through ENEL Group Open Innovability® platform [www.openinnovability.enel.com] related to the issue described in paragraph 2 (hereinafter the "**Proposal**").

### 4. Eligibility of Applicants

Eligibility will not be granted to people involved in the organization and management of the Challenge 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.

The Challenge is reserved to Technological Startups and SMEs, located in any country.

If you are a natural person and you are over 18 years old, please consider to submit your proposal to "*I have a Project*" section dedicated to the individual innovators.

If you are an employee of an Enel Group company and you are not involved in the organization and management of the Challenge 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, please consider to submit your idea to the "*Make it Happen!*" program.

By applying to the Challenge You represent and warrant that:

1) You are eligible to participate in the Challenge; 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 Challenge, it is Your responsibility to verify with the members of Your kinship or spouse (whether any of them is connected in anyway with

the Challenge and request (by e-mail to [openinnovability-support@enel.com](mailto:openinnovability-support@enel.com)), if necessary, any additional information to EGP and/or the Relevant Company to fulfill such obligation;

- 2) All the information contained in Your Proposal is true, accurate and complete;
- 3) You have viewed and accepts the privacy policy of the Enel Open Innovability® platform;
- 4) Unless otherwise disclosed in the Proposed Solution, you are the owner of the Proposed Solution and the information contained in the Proposed Solution does not infringe or violate any patent, copyright, trade secret, trademark or other third-party intellectual property right and no other person or entity neither contains content that is defamatory or in violation of any law, irrelevant to the Challenge, or otherwise inappropriate, as determined by EGP S.p.A. and/or the Relevant Company, in its sole discretion;

EGP and/or the Relevant Company reserve the right to ask for additional evidence or documents to validate that all information supplied by applicants is true and complete.

If EGP and/or the Relevant Company have reason to believe that the Applicant may violate any of those policies, EGP and/or the relevant company of the Enel Group reserve the right to prohibit the participation in the Challenge or withheld the reward at any time.

- 7) You haven't breached any laws in your country of residence regarding the legality of entering the Challenge;
- 8) You are not in a position of conflict of interest with the Challenge;
- 9) You release and undertake to hold harmless EGP and/or the Relevant Company, 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 Challenge.

EGP informs that Enel Group's companies, in the pursuit of their business activities and in their relationship management, refers to the principles contained in the Code of Ethics, in the «Zero Tolerance against corruption plan» (Piano Tolleranza Zero contro la Corruzione - Piano TZC), in the Organizational Model in accordance with the decree 231/2001 and in the Human Rights Policy available at the internet address: <https://www.enel.com/investors/governance/internal-controls>.

EGP demands to its counterparties, in the pursuit of their business activities and in the management of their relationship with third parties, to refer to the aforesaid principles adopted by Enel Group.

EGP and/or the Relevant Company reserve the right to reject any Proposal that does not comply with these Regulation.

## 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 or language 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;
- 2) Information about the Proposal;
- 3) A list, which shall specify all rights of ownership and use in the pre-existing intellectual property rights.
- 4) Possibility to upload documents for a maximum of 5 files, no heavier than 25 MB total size.

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 Challenge 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] until 17<sup>th</sup> January, 2022.

Applicants must accept these Regulations, the Terms of Use 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.

In case of conflict between the present Regulation and the Terms of Use this Regulation will prevail

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

### **Phase 2 – Evaluation**

EGP will evaluate the Proposal using the following criteria:

- Overall scientific and technical feasibility of the proposed solution;
- Economic potential of concept (e.g. Total Cost of Ownership);
- Business potential for Enel;
- Novelty and creativity;
- Potential for proprietary position (i.e., is the technology novel or protectable);
- User's capabilities and related experience;
- Realism of the proposed solution;
- Maturity level of the Proposal.

In case the reward includes "Collaboration with Enel", once suitable solution/s have been identified, EGP will reserve the opportunity to start a collaboration, by way of example, all or part of the following activities:

- Test execution;
- Supply of prototypes (if an equipment);
- Installation and site tests;
- Follow up and monitoring of the proposed idea behavior.

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

Within the 28<sup>th</sup> of February 2022, EGP will perform a first assessment on the submitted Proposals in order to select the short list of Applicants who will be invited to the one-to-one presentation meetings (the "Finalists").

The Finalists can have the support of Whitespace for their presentation, pitch and storytelling to ensure the best presentation experience possible to EGP.

EGP, with the support of IBM and White Space, will attend the one-to-one presentation meetings.

EGP will evaluate the additional information received during the one-to-one presentation meetings and, at its sole discretion, can select one or more winning Applicants with whom negotiating a collaboration agreement.

Communication to Applicants: Specific communication will be sent to the winner/s and to the unselected Applicants.

### **Phase 3 –Winner Announcement (if applicable)**

EGP have no obligation to select a winning Proposal.

In case of selection of one or more winning Proposals, EGP will contact the winner/s asking for some additional information in view of reward which will be made to each winner by EGP within approximately 90 days after the completion of EGP 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 in following Enel Group's verification procedures. After the communication to the winner/s, EGP will publish the name and the details of the winner/s with a description of their Proposals and the reasons for their choice on the Open Innovability® platform, Enel website and Enel Group's social channels (Facebook, LinkedIn and Twitter).

## **8. Reward**

The winning Proposals will be rewarded with the possibility to sign a collaboration and testing agreement with EGP and/or the Relevant Company.

EGP 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 winning Applicant. If the test/PoC will be successful, EGP and/or the Relevant Company, directly or indirectly through other company of the Enel Group, might offer a concrete opportunity to scale-up the solution by adopting it through commercial agreements.

## **9. Intellectual property rights and Confidentiality**

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, you are aware that the Proposed Solution and associated materials (if any) will not be returned, and shall be used only for the evaluation of the Proposed Solutions within the Challenge. EGP, its affiliates, licensees, successors and assigns 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).

All intellectual property rights, if any, in the idea or concept demonstrated by the Proposed Solution will remain with the Applicant. By submitting a Proposed Solution to this Challenge, you are aware that EGP may share your Proposal with the other Enel Group's companies, IBM, Whitespace and their suppliers for the evaluation of the Proposed Solutions within the Challenge.

### **BY SUBMITTING A PROPOSED SOLUTION YOU UNDERTAKE TO MARK ANY CONFIDENTIAL INFORMATION AS STRICTLY CONFIDENTIAL**

EGP, undertake to treat as confidential any information marked as strictly confidential by the Applicant and to not disclose the Confidential Information to any third party. For the purposes of this Regulation Enel Group companies, IBM and Whitespace and their suppliers are not considered as third parties. You recognize that other persons, including other than the Applicants, may have provided EGP 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 EGP shall have the right to use such same or similar materials, and that you will not be entitled to any

compensation arising from EGP.'s use of such materials. By submitting a Proposed Solution, You understand, recognize and accept that EGP has access to, may create or has created materials and ideas which may be similar or identical to the Proposed Solution in concept, theme, idea, format or other respects.

You undertake to treat as confidential any information that EGP, and any other Enel Group company will exchange with You within Challenge. Each confidentiality obligations set in this Regulation shall survive after the termination of this Challenge

## **10. Changes to Regulations**

BY submitting the Proposals, Applicants acknowledge and accept that EGP and/or the Relevant Company could vary these Regulation at any time. This includes changes to dates for deadlines and events, locations or specifications of the Challenge.

EGP and/or the Relevant Company will post any change to these Regulation on the Challenge platform [[www.openinnovability.enel.com](http://www.openinnovability.enel.com)]. Applicants should regularly visit the Open Innovability® Challenge platform to check if any update of the Regulation 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 Challenge in case of irregularities in 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 Challenge, EGP and/or the Relevant Company reserve the right to cancel, change, or suspend this Challenge. 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 Challenge, EGP and/or the Relevant Company reserve the right to select winner from among all eligible entries received before EGP and/or the Relevant Company had to cancel, change or suspend the Challenge. If any Applicant or member of a team attempts to compromise the integrity or the legitimate operation of this Challenge, or if EGP and/or the Relevant Company have reason to believe that an Applicant or member of a team 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, EGP and/or the Relevant Company may seek damages to the fullest extent permitted by law. Further, EGP and/or the Relevant Company may disqualify and ban any unfair participant from any future Challenge.

## **13. Costs and taxes**

Any cost and tax relevant to the participation to the Challenge 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, EGP and/or the Relevant Company are not liable for possible deficiencies of the platform. EGP and/or the

Relevant Company 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 Challenge does not give any other right than receiving the reward.

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

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

## **Declaration of Honour**

### **ANNEX 1**

#### **Declaration of Honour**

I undertake to inform Enel Green Power S.p.a. 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 Applicant 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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