

OPEN INNOVABILITY© CHALLENGE Enhancing Enel's Customer Happiness**Regulation****1. Introduction**

Enel S.p.A. needs to find new ideas and creative opportunities to increase customer experience and customer satisfaction, ensuring a customer centric approach.

2. Description of the challenge

This Open Innovability© Challenge **Enhancing Enel's Customer Happiness** (hereinafter the "**Challenge**") requires the development of new ideas to enhance customer experience in the following topics:

- Reduce number of claims
- Increase Net Promoter Score
- Reduce operating costs
- Foster easy to use and accessible digital services
- Optimize data enhancement

3. Definition of Submission

The proposer who takes part to the Challenge (hereinafter the "**Applicant**") shall submit the application (referred to as the "**Proposal**") through Enel Group Open Innovability© platform [www.openinnovability.enel.com] (the "**Platform**") in relation to the Challenge described in paragraph 2.

All Applicants are invited to read carefully the Challenge and this Regulation of the Challenge before submitting a Proposal. By submitting a Proposal, the Applicants automatically accept the Regulation, the Terms of Usage and Privacy Policy of the Platform, as well as declare under their own responsibility the absence of conflicts of interest.

The submitted Proposals must be completed.

The Proposals must:

- be consistent with the targets presented in the business plan
- have a significant level of maturity (ready to be applied, if they are a proposal for a strategy or approach)
- be implementable in the short term
- be potentially scalable in all the countries where the Group operates
- have a clear impact on the creation of value (cost-effectiveness)
- be original and adaptable
- enhance and support the Enel Group's commitment to the Sustainable Development Goals (SDGs).

The Proposal must include:

- A detailed description of the idea and the business objective to which it contributes;
- Justification for the concept / idea proposed, clearly defining the novelty and feasibility aspects;
- Identify the main country (or countries) where it can be applied;
- Steps for implementing the solution (e.g., resources, timing, metrics, and insights with respect to any known limitations).

If helpful, the Proposal can be supported with data, case studies, references and any additional material that will make it easier to understand.

The Proposal should not include any personally identifiable information (name, username, company, address, phone, email, personal website, resumé, etc.) OR any information that the Applicants may consider to be intellectual property that they do not wish to share.

4. Eligibility of participants

Except for the people involved in the organization and management of the Challenge and their spouses or partners and their relatives up to the fourth degree calculated according to Italian law, the Proposals could be submitted by all Enel employees working in the legal entities of the Group in all countries.

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

- 1) is eligible to participate in the Challenge;
- 2) was not involved in the preparation, organization and/or management of the Challenge;
- 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 the Challenge;
- 5) is not in a position of conflict of interest with the Challenge;
- 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 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 and/or any prize won.

The Applicants must take all the measures to prevent any situation where the impartial and objective award in the Challenge is compromised for any kind of reasons. Moreover, the Applicants must inform the Evaluation Committee referred to in Article 8 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 S.p.A. reminds all Applicants that Enel Group in the pursuit of its 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 the Enel Global Compliance Program, which shall be adopted by all non-Italian subsidiaries of the Enel Group, and in the Human Rights Policy, available at the internet address: <https://www.enel.com/investors/governance/internal-controls>. 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. commits to and act in full compliance with the Global Compact principles, concerning the protection of human rights, workers safety, environmental protection and the fight against corruption in all its forms.

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

5. Awards

Up to the best 3 Ideas will be rewarded. The winners can choose one of the following rewards:

- a prestigious training course;
- experiential mentoring paths organized together with our internal network of mentors will be also available;

- innovation experience in Enel Innovation Hubs and Labs.

6. Application

The Proposals will be submitted exclusively online through the Platform. The Proposals submitted by any other means will not be considered.

The Applicants are requested to submit their Proposals in English.

The Applicants may attach documents (max 5 files, 25MB total size) if needed.

The Proposals will be admitted until January 31, 2022 and the evaluation will start after this date.

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/stages:

Phase 1 – Submission

Applicants shall submit their Proposals on the Platform within January 31, 2022 (within 23.59 CET).

Enel S.p.A. has the right to extend the closing of this phase for a maximum period of 30 days and to announce such an extension, if the case will be.

For any questions about the Challenge and their Proposals the Applicants can contact:
globalmarketinnovability@enel.com

In order to be eligible for evaluation, the Proposals should be completed and submitted before the aforesaid deadline through the Platform.

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

Phase 2 – Evaluation

After the Challenge deadline, Enel S.p.A. will complete the review process and make a decision with regards to the winning solution(s). All Applicant who submit a Proposal will be notified on the status of their submissions; however, **no detailed evaluation of individual submissions will be provided.**

Enel will evaluate the Proposals 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 not obviousness;
- 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.

The Evaluation Committee referred to in Article 8 will evaluate the Proposals on the basis of the criteria stated above, but its final decision will be the result of the Evaluation Committee's unquestionable discretion. All the decisions of the Evaluation Committees will be final and binding on all matters related to this Challenge .

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

8. Evaluation Committee

The Evaluation Committee shall be formed as follows:

- Head of Customer Happiness
- Head of Activation
- Head of Billing
- Head of Customer Care
- Head of Collection and Credit
- Head of Global Market Innovability
- Head of Customer Intelligence
- Head of GCO Communication
- Head of portfolio and quality management

9. Intellectual property rights

9.1 For the purpose of this Regulation, “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 not patentable;

9.2 With the exceptions of those instances where the ownership of all the rights, including, but not limited to, all intellectual property rights is reserved to the Applicant’s company employer under the applicable law, the Applicant, by submitting the application, ensures and guarantees that he/she owns and/or has obtained any and all consents, approvals, or licenses required in order to make the Proposal and by participating in the Challenge and that no third party rights are breached; in such latter event, Enel S.p.A. is 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 Applicant; nonetheless, Enel S.p.A. reserves 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 Platform [www.openinnovability.enel.com] constitutes a violation of its IPRs, or its confidentiality/privacy rights. Enel S.p.A. reserves the right to ask for additional evidence or documents to validate that all information supplied by Applicants is true and complete;

9.3 Applicant is aware that participation in the Challenge does not grant any protection to intellectual property rights (“IPRs”) disclosed by the Applicant. 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 S.p.A. recommends 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, thus losing the

chance of being protected. Enel S.p.A. waives 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 Challenge ("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. No Proposal will be awarded in case such third parties have been granted exclusivity rights to use and further develop such Proposal.

The information submitted will not prevent Enel S.p.A. from independently developing the same or similar expertise or physical assets to any other party.

10. Enel S.p.A. rights on submissions

By entering this Challenge It is also understood and accepted that, in any event,

- 1) Enel S.p.A. has 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 Challenge; and (ii) feature Proposals and all their contents in connection with this Challenge (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 S.p.A. and its designees to make use of the rights granted above; Enel S.p.A. 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 S.p.A. cannot control the incoming information disclosed to Enel personnel in the course of entering the Challenge, or what Enel personnel will remember about any Proposal. It is also understood and accepted that Enel S.p.A. will not restrict work assignments of the personnel who have had access to the Proposal. By entering this Challenge, the Applicant agrees that Enel S.p.A. 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 S.p.A. or viewing by visitors to such website. Enel S.p.A. is not responsible for any unauthorized use of the Proposal by visitors to such website. While Enel S.p.A. 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.

11. Changes to Terms and Conditions

By submitting the Proposal, Applicants acknowledge that Enel S.p.A. may vary these Regulation at any time at their sole discretion. This includes changes to dates for deadlines and events, locations or specifications of the Challenge and/or prizes.

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

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

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

12. Conflicts

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

13. 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 Challenge, Enel S.p.A. reserves 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, Enel S.p.A. reserves the right to select winners from among all eligible entries received before Enel S.p.A. had to cancel, change or suspend the Challenge. If any Applicant attempts to compromise the integrity or the legitimate operation of this Challenge, or if Enel S.p.A. has reason to believe that an Applicant has 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, Enel S.p.A. may seek damages to the fullest extent permitted by law. Further, Enel S.p.A. may disqualify and ban any unfair participant from any future Challenge.

The Challenge may be canceled also if: (i) no Proposals are received; (ii) the Evaluation Committee doesn't identify any winner or (iii) the winner must be excluded.

14. Cost and taxes

Any eventual cost and tax relevant to the participation to the Challenge 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 they are otherwise obliged to pay taxes.

15. Limitation of liability

In addition to any other limitation of liability contained in this Regulation, Enel S.p.A. is not liable for possible deficiencies of the Platform.

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

16. Future collaborations

Winning the Challenge does not give any other right than receiving the prize above described. Nevertheless, Enel S.p.A. may, at its sole discretion, negotiate with winner and other Applicants future agreements.

17. Governing law and jurisdiction

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