

## Enel Theoretical Challenge - Specific Agreement

Please Read This Carefully! You are agreeing to a Challenge-Specific Solver Agreement ("**CSA**") for this particular Theoretical Challenge only. Enel Green Power S.p.A., acting as the Seeker for this Challenge, has required that you accept these special terms, so please take the time to understand them.

The employees of the Companies of the Enel Group who are involved in the organization and management of the Challenge and all the people admitted to the Open Innovability® Portal back office, as well as their spouses or partners and their relatives up to the fourth degree, are not eligible for participation in this Challenge.

Also, employees of the companies of the Enel Group who have worked in the technical sector of the PV panels recycling field and that work, in the moment of the competition, on panels decommissioning activities, or their spouses, partners or any of their relatives up to the fourth grade determined according to Italian law are not eligible for the participation to this Challenge. It is the Solver's responsibility to verify with the members of his/her kinship or spouse or partners (or regarding his/her team members') whether any of them is connected in any way to the competition or the Open Innovability® Portal and request (by e-mail to [OpenInnovability@support@enel.com](mailto:OpenInnovability@support.enel.com)), if necessary, any additional information to Enel Green Power S.p.A. to fulfill such obligation.

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

If you click "I agree" and proceed to the [openinnovability.enel.com](http://openinnovability.enel.com) platform for this Challenge, this CSA will be a valid and binding agreement for all purposes relating to this Challenge and in addition to your agreement to abide by the [Terms of Use](#) when you registered as a Solver. 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 Solution.** By entering this Challenge, you will be deemed to be a "**Solver**". As a Solver you may submit in the Open Innovability® Portal your proposed solution (your "**Proposed Solution**") to the Challenge to which this CSA relates. In addition, by submitting your Proposed Solution you thereby agree to provide reasonable assistance and additional information concerning your Proposed Solution to Wazoku or the Seekers, if requested.
- 2. Acceptance of Proposed Solution.** Wazoku will notify you within a commercially reasonable period after the end of the time set forth in the Challenge Statement whether the Seeker accepts your Proposed Solution. The Seeker has absolute and sole discretion to determine whether to accept your Proposed Solution, or any other Proposed Solution, and whether to make an Award, multiple Awards, or any Award. The Solver acknowledges and agrees that Wazoku, Enel S.p.A. (Open Innovability®) and the Seeker are not responsible for and have no liability for the selection of a winning Solver, if any. Solver further agrees to hold Wazoku, Enel S.p.A. and the Seeker legally harmless regarding the selection of a

winning solver, if any. Solver agrees to hold Enel S.p.A. (Open Innovability®), the Seeker and Wazoku legally harmless for any advice it may provide as to the quality or suitability of submitted solutions and agrees to waive any claim against Enel S.p.A. (Open Innovability®), the Seeker and Wazoku for Solver's failure to win an award. The meeting of the Challenge Statement guidelines does not automatically mean that the Proposed Solution will be accepted by the Seeker.

- 3. Payments.** If the Seeker accepts your Proposed Solution, the payment amount (called an "**Award**") specified in the Challenge posted on Open Innovability® Portal by the Seeker (or, in the case of partial payments of Awards, a "**Revised Award Amount**", if applicable) shall be paid to you by Wazoku within sixty (60) days after occurrence of each of the following: 1) you are notified by Wazoku of your Proposed Solution's Acceptance, and 2) the completion of certain verification procedures by Wazoku, and review and acceptance of such results by the Seeker, and 3) Wazoku's receipt of Award payment from the Seeker. Payment of any Award is conditioned upon your cooperation with Wazoku's verification procedures. The Award will be paid to you locally, in U.S. Dollars, or if required by your local law, in your local currency equivalent based on the foreign exchange rate in effect on the date of the disbursement by Wazoku. Wazoku is not responsible for payment of any Award, or any part of any Award, to any party other than the Solver through whom the Proposed Solution was submitted to the Service. You understand that the Award represents a complete payment, net of any transfer fees and local taxes that Wazoku may be required to withhold, for any Accepted Proposed Solution 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.

#### **4. Intellectual Property and Confidentiality.**

At the time you submit any Proposed Solution, in whole or in part, on Open Innovability® Portal, 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. Enel S.p.A., 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 SOLVER. BY SUBMITTING A PROPOSED SOLUTION, YOU UNDERTAKE TO MARK ANY CONFIDENTIAL INFORMATION, IF ANY, AS "STRICTLY CONFIDENTIAL".** Enel S.p.A.

(Open Innovability®), the Seeker and Wazoku undertake to treat as confidential any information marked as "strictly confidential" by the Solver and not to disclose the Confidential Information to any third party not involved in the selection process. Therefore, you acknowledge and agree that Enel S.p.A., (Open Innovability®), and the Seeker may decide to share, under bond of confidentiality and in respect of the applicable privacy law, the Proposed Solution to a third-party consultant or to any Enel Group company during the selection process, solely for the evaluation of the Proposed Solutions within the Challenge.

**By submitting your Proposed Solution, you represent and warrant that:**

- your entire Proposed Solution is an original work by you and you have not included third-party content (such as writing, text, graphics, artwork, logos, photographs, dialogue from plays, likeness of any third party, musical recordings, clips of videos, television programs or motion pictures) in or in connection with your Proposed Solution, unless (a) otherwise requested by the Seeker and/or disclosed by you in your Proposed Solution, and (b) you have either obtained the rights to use such third-party content, or the content of the Proposed Solution is considered in the public domain without any limitations on use;
- no person or entity other than you has any right, title or interest in any part of your Proposed Solution;
- unless otherwise disclosed in the Proposed Solution, the use thereof by Wazoku, Enel S.p.A. (Open Innovability®) and/or the Seeker, or the exercise by Wazoku, Enel S.p.A. (Open Innovability®), and/or the Seeker of any of the rights granted by you under this CSA, does not and will not infringe or violate any rights of any third party or entity, including, without limitation, any right stemming from patents, copyrights, trademarks, trade secrets, defamation, privacy, publicity, false light, misappropriation, intentional or negligent infliction of emotional distress, confidentiality obligation, or any contractual or other rights;
- all persons who were engaged by you to work on the Proposed Solution or who appear in the Proposed Solution in any manner have:
  1. given you their express written consent to submit the Proposed Solution for unlimited, royalty-free, use, exhibition and any other kind of exploitation in any manner and in any and all media, whether now existing or hereafter discovered, throughout the world, in perpetuity;
  2. provided written permission to include their name, image or pictures in or with your Proposed Solution (or in case of a minor who is not your child, you must have the permission of their parent or legal guardian) and acknowledged that you may be asked by Seeker to provide permission in writing;
  3. no claims for payment of any kind, including, without limitation, for royalties or residuals, has no approval or consultation rights or any rights of participation arising out of any use, exhibition, or other exploitation of the Proposed Solution; and
  4. not been and are not currently under any union or guild agreement that results in any ongoing obligations resulting from the use, exhibition, or other exploitation of the Proposed Solution.

You understand, recognize, and accept that Enel S.p.A. (Open Innovability®), Wazoku and/or the Seeker has access to, may create or has created materials and ideas which may be similar or identical to your Proposed Solution in concept, theme, idea, format, or other respects. You acknowledge and agree that Enel S.p.A. (Open Innovability®), Wazoku and/or 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 Enel S.p.A. (Open Innovability®), Wazoku and/or the Seeker's use of such materials. If your entry is identical or similar to the Proposed Solution of another Solver, Enel S.p.A. (Open Innovability®), Wazoku and/or the Seeker reserve the right, at the sole discretion of the Seeker, to either score one Proposed Solution higher than the others subject to the Challenge Statement guidelines. By entering this CSA, you agree that all Proposed Solutions and associated materials (if any) will not be returned.

**BY SUBMITTING A PROPOSED SOLUTION TO THIS CHALLENGE, EACH WINNING SOLVER AGREES TO GRANT TO THE SEEKER A ROYALTY FREE, PERPETUAL, NON-EXCLUSIVE, SUBLICENSABLE LICENSE IN RESPECT OF THE WINNING SOLUTION AND OF ALL RELEVANT INTELLECTUAL PROPERTY RIGHTS, IF ANY, FOR THE PURPOSES OF USE AND COMMERCIAL EXPLOITATION OF THE IDEA OR CONCEPT DEMONSTRATED BY THE PROPOSED SOLUTION. NOTWITHSTANDING GRANTING THE SEEKER A ROYALTY FREE, PERPETUAL, NON-EXCLUSIVE, SUBLICENSABLE LICENSE FOR THE PROPOSED SOLUTION, THE SOLVER RETAINS OWNERSHIP OF THE PROPOSED SOLUTION.**

Without prejudice to Article 5.5 of the Terms of Use, the obligation to grant the non-exclusive license set in this article does not apply if the winning solution is proposed by an employee of an Enel Group company, unless the employee is the owner of the solution according to the relevant national law.

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

- 5. General Conditions.** Wazoku and/or the Seeker has the right to verify each Solver's eligibility and compliance with this CSA, and to terminate any Solver's registration or participation in a Challenge on the basis of its investigation. Participation is conditioned on providing the data required on the online registration form. Personal data will be processed in accordance with Enel (OpenInnovability®)'s Privacy Policy which can be located at <https://openInnovability@enel.com/privacy/>. Please note that by registering to this Challenge your Personal Data are transferred to Wazoku, a private company located in United States: Wazoku, 874 Walker Road, Suite C, Dover, DE 19904 USA.

U.S. – EU Privacy Shield certifies Wazoku as a company who grants an adequate level of privacy protection. 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.

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 not register with multiple e-mail 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.

**6. Representations and Warranties.** You represent and warrant that:

- 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.
- If you are an individual representing a business or other entity, you are authorized to enter this CSA on behalf of that business or entity.

**7. Conflict.** In case of any conflict between the terms of this CSA and the Terms of Use, this CSA controls.

**8. Disqualification.** 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 Open Innovability® Portal; or (iii) act in an uncooperative, unsportsmanlike, disruptive, abusive, or threatening manner.

**9. Declaration of honor.** By submitting the Proposal, the Solver, who is not an employee of the Enel Group companies, confirms that the Solver has read and understood the "Declaration of Honor" on exclusion criteria and absence of conflict of interests attached in Annex 1 to the present CSA.

## **ANNEX 1**

### **Declaration of Honor**

I undertake to inform Enel 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 honor on exclusion criteria and absence of conflict of interest.

It is declared that the Solver is not in one of the following situations:

- a) it is bankrupt or being wound up, it is having its affairs administered by the courts, it has entered into an arrangement with creditors, it has suspended business activities, it is the subject of proceedings concerning those matters, or it is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) it or persons having powers of representation, decision making or control over it have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
- c) it has been found guilty of serious professional misconduct proven by any relevant competent court or public authority;
- d) it is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes 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) it or persons having powers of representation, decision making or control over it have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity;
- f) it is not subject to a conflict of interest;
- g) it has not made false declarations in supplying the information required, as a condition of participation in the challenge or does not fail to supply this information;
- h) it is not in violation of any of the provisions referred to in this CSA.