Challenge Terms and Conditions
New design for sustainable Enel Secondary Substation

Please Read This Carefully! You are agreeing to a Specific Applicant Agreement for this particular Challenge only. Enel Global Infrastructure and Networks S.r.l. acting as the Scouter for this Challenge, have required that you accept the following special Challenge Terms and Conditions, so please take the time to understand them.

Challenge Terms and Conditions

1. Introduction

Enel Global Infrastructure and Networks S.r.l. (hereinafter referred to as "**EGI&N**" or the "**Scouter**") is looking for a new design for a sustainable **Secondary Substation (**infrastructures dedicated to transformation from Medium Voltage to Low Voltage, as well as to the control and the protection of electricity grid and accessed by Enel's expert staff) which must have innovative features in architecture, design and materials incorporating the principles of circular economy and sustainability (hereinafter the "**Challenge**"). Given the great variety of contexts to which the secondary substations relate, the Challenge is proposing three case-study sites in which to apply the proposed architectural concepts and strategies. These sites have been chosen as examples of three different contexts of use.

To this purpose, effective on May 25th, 2022, EGI&N will launch on the platform - Enel Open Innovability® www.openinnovability.enel.com (hereinafter the "**Platform**") a call for ideas based on the present Challenge.

If you click "I agree" and proceed to the openinnovability.enel.com platform for this Challenge Terms and Conditions ("**CTC**") will be a valid and binding agreement for all purposes relating to the participation to the Challenge and in addition to your agreement to abide by the Terms of Use when you registered as an applicant. Please print and keep a copy of this CTC. No provisions you have agreed to that are specific to any other individual Challenge not included in this Challenge will apply. 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/.

2. Description of the Challenge

The Challenge is listed in the Challenges page of Open Innovability® (https://openinnovability.enel.com) on the dedicated page.

3. Definition of Submission

The subject, who takes part to the Challenge (hereinafter the "**Applicant**") shall submit the application through the Platform in relation to the Challenge described in paragraph 2 (the "**Proposal**").

The submitted Proposal must be completed: please refer to paragraph 6 for more details on submission.

4. Eligibility of Applicants

This Challenge is reserved to engineers, architects, designers, startups, scaleups and SMEs, industrials incorporated in any country, acting both as natural and/or legal persons.

Please note that:

(i) the employees of Enel Global Infrastructures & Networks and of the other Companies of the Enel Group; and

(ii) the individuals who are involved in the organization and management of the Challenge or admitted to the Open Innovability® Portal back office, as well as the spouses, partners and relatives up to the fourth degree of the individuals listed under (i) and (ii) above are not eligible for participation in this Challenge. It is the Applicant'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® Portal and request (by e-mail to InfoChallengeEGIN@enel.com), if necessary, any additional information to EGI&N to fulfill such obligation.

By applying to the Challenge, the Applicant shall represent and warrant that it is eligible to participate in the Challenge according to the provisions of the present CTC. Moreover, the Applicant shall represent and warrant that:

1) all the information contained in the Proposal is true, accurate and complete and it will maintain and update the Applicant's information to keep it true, accurate, current and complete;
2) has viewed and accepted the privacy policy of the Platform;
3) has not breached any laws in the country of residence regarding the legality of registration and participation in the Challenge;
4) in case of natural person, he/she is at least 18 years old;
5) in case of representative of a business or other entity, it is authorized to enter into this CTC on behalf of that business or entity;
6) to the best of his/her knowledge, is not in a position of conflict of interest with the subject matter of the Challenge and with any component of the evaluation team;

7) the Proposal 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;
8) it releases and undertakes to hold harmless EGI&N and all the companies of Enel Group 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.

EGI&N reminds all Applicants that Enel Group has adopted and adheres to the principles set out in Enel's Ethics Code (available at https://www.enel.com/content/dam/enel-com/documenti/investitori/governance/sistema-di-controllo-interno/codice-etico-enel_2021.pdf), the Zero Tolerance Plan against corruption (available at https://www.enel.com/content/dam/enel-com/documenti/investitori/governance/sistema-di-controllo-interno/piano-tolleranza-zero_2018.pdf), the Enel's Human Right Policy (available at https://www.enel.com/content/dam/enel-com/documenti/investitori/sostenibilita/diritti-umani/human-rights-policy_december2021.pdf) , the Organizational Model pursuant to Legislative Decree 231/01, as subsequently amended and supplemented, (available at https://www.enel.com/content/dam/enel-com/documenti/investitori/governance/sistema-di-controllo-interno/modello-231.pdf).
The Applicant hereby confirms to refer to the same principles adopted by Enel Group. The Applicant also acknowledges that Enel Group has adopted 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.
EGI&N reserves the right to reject any proposal that does not comply with these Terms and Conditions. If the Challenge is won by an Applicant not meeting the cited requirements, the Applicant will lose the right to the Award.

5. Application

Proposals will be submitted exclusively online through the Platform.
The Applicants are requested to submit their Proposals in English or Italian. Proposals submitted by any other means or in any other language will not be considered.
The Applicants are further requested to disclose whether they have participated with the same or substantially similar proposal in any other challenge promoted on the Open Innovability® Platform.
Proposals shall be submitted in a single stage and shall include the following sections:

1 - A written description (only text, no images or drawings) on A4 vertical document, containing the following content:

1.1 - Description of the design principles and elements of the proposed architectural solution with an explanation of how the Applicant proposes to address the requirements listed of the challenge brief.
1.2 - An overview of the materials and technologies of the design proposal.

1.3 - An overview of the technical and economic feasibility of the design proposal.
1.4 - The compiled ENVISION scoring system table.

1.5 - Description of how the Applicant proposes to address the sustainability requirements.
1.6 - Confirmation of adherence to all the requirements or declaration of the requirement not respected.

2 - For each of the 3 case-study sites:

2.1 - 3D visualizations (rendering) walkthrough of the proposed architectural concept
2.2 -Technical drawings with all maximum dimensions, plans and elevations in dwg and pdf format.

The Applicants are requested to submit their Proposals using the given format that appears in the Platform;
The Applicant 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 Applicants);
- 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 or entity;
- material copied or inspired by the one published by another Applicant;
- 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 Applicant or the participation in the Challenge, or, in addition, material which may expose EGI&N or other companies of the Enel Group to any responsibilities;

- material violating the CTC, any other document and/or guideline published on the Platform and applicable rules.

The Applicant is the sole person responsible for the submitted Proposal.

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 extraordinary and unforeseeable circumstances, will result in rejection of the Proposal.

6. Evaluation process and deadlines

A. Submission

Applicants will submit their Proposals on the Platform from May 25th, 2022, to November 15th, 2022, within 23.59 CET (the "**Date of Expiration**").

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

Applicants must accept these Challenge 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.

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

B. Evaluation Criteria

The Proposals for each Challenge will be assessed by EGI&N on the basis of the criteria below:

1. Degree of innovation (design research)
2. Appearance and communication quality
3. Integration into the installation context
4. Adoption of circular economy and sustainability principles
5. Technical and normative compliance
6. Replicability and modularity
7. Economic and realization feasibility

It is understood that, in any case, the evaluation and any decision to proceed further with any Applicant is at complete discretion of EGI&N.

C. Evaluation Process

The evaluation team that will evaluate the Proposals will include representatives of EGI&N and a number of high-level personalities from universities and institutions in the design and architecture field.

The evaluation team will evaluate each Proposal, getting in touch with the Applicant if additional information is needed. While performing such evaluation, the evaluation team must use its best efforts to avoid any conflict of interest.

Following this preliminary evaluation, the Proposal(s) that meet the requirements of the Challenge will be further evaluated by EGI&N and/or other business lines within Enel Group through a second analysis based on technical parameters, economic and business impact.
At the end of the assessment, the Applicant will receive a feedback.

7. Award and Payment

EGI&N will recognize:

- to the Applicant selected as winner of the Challenge (the "**Winning Applicant**") an amount of 30.000 euros (the "**Winner Award**").
- to the Applicants who might be selected for the conclusion of the option agreement(s) described under Article 9(a) (the "**Selected Applicants**") an amount of 7.000 euros (the "**Optional Award**", and together with the Winner Award, the "**Awards**").

In addition to the payment of the Awards, the Scouter reserves the right, at its complete discretion, to entrust the Winning Applicant with the artistic direction and executive design of one or more specific secondary substations. The Scouter has absolute and sole discretion over the awarding of prizes and the exercise of the right of entering into the option agreement(s). The Scouter reserves the right to close the challenge without awarding any prizes.
Unless explicitly differently indicated, all Awards are expressed and awarded in Euros.
The Applicant shall arrange and send to EGI&N, all documents required to receive the Awards, in particular:

- all the textual documents in .pdf and editable format (.doc or similar);
- all the technical drawings in .pdf and editable format (.dwg or similar);
- all the rendering in .pdf and editable format.

EGI&N will pay the Awards via bank transfer within 90 (ninety) days end-of-month from the winner announcement date or from the date of notification:

- to the Winning Applicant;
- and/or to the Selected Applicants (together with the Winning Applicant, the "**Awarded Applicants**").

The payment term is not essential and is subject to the receipt of all the documentation required by EGI&N or other companies of the Enel Group from the Applicant.
Before the payment of the Awards, the Awarded Applicant pledge henceforth to subscribe a private treaty with EGI&N or the other Enel Group companies that will be indicated, for the permanent transfer of the economic exploitation right related to the Proposal. The Applicant agrees that the Payment of the Awards will be conditional on the conclusion of the abovementioned agreement.

The Awarded Applicants also pledge to collaborate with EGI&N and/or the other companies of Enel Group, if necessary, upon their request for the further development of the Proposals, with at least one revision. The Awarded Applicants 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 Awarded Applicants by EGI&N is conditioned to the positive assessment of the internal control procedures on Enel Group counterparts.

8.Taxation

Applicant understands and acknowledges that the Awards represent a complete payment, net of any local taxes that EGI&N may be required to withhold, and that they 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 of the Applicant's sole responsibility.

9. EGI&N rights on the Proposals, Intellectual Property rights and Confidentiality

9.1 Intellectual Property rights

At the time the Applicant sends any Proposal, in whole or in part, to Open Innovability®, and whether or not the Applicant's Proposal is selected by the Scouter, the Proposal and associated materials (if any) will not be returned.
Scouter, its affiliates, licensees, successors and assignees are in no way obligated to use or continue to use the Applicant's Proposal (and have no obligation towards the Applicant or any other person or entity after the Applicant's Proposal is received).
Applicant recognizes that other persons, including other Applicants, may have provided Scouter or others, or made public, or may in the future submit, or make public, materials that are the same or similar to the Applicant's Proposal. The Applicant acknowledges and agree that the Scouter shall have the right to use such same or similar materials, and that the Applicant will not be entitled to any compensation arising from the Scouter's use of such materials. By submitting a Proposal, Applicant understands, recognizes, and accepts that the Scouter has access to, may create or has created materials and ideas which may be similar or identical to the Proposal in concept, theme, idea, format or other respects.
Any moral right in relation to the submitted Proposals remains property of the submitting Applicant. When a Proposal is submitted, the Applicant declares and guarantees under its own exclusive responsibility to be the author and the owner of the Proposal and not to have committed any violation of intellectual property rights of third parties.

The Applicants grant the following rights:

a) For all Proposals: according to Article 1331 of the Italian Civil Code, the Applicants grant to EGI&N on an exclusive basis, a period of 6 (six) months after the Date of Expiration of the Challenge to decide whether or not to acquire all rights deriving from the Proposals submitted and uploaded on the Platform. EGI&N's rights stemming from this option agreement will not have any territory limitation.

During this term of 6 (six) months after the Date of Expiration of the Challenge, the Applicant undertakes not to:

- grant to any third party any rights on the Proposals submitted;
- reveal to any third party any information that relates to Proposals IP or do anything else likely to impair any of the Proposal IP;
- use, propose or submit to third parties the Proposals submitted in the framework of the present Challenge.

During this term of six months after the Date of Expiration of the Challenge, EGI&N will have only the right to test and study the Proposals for evaluation purposes at internal level and will not – in any way – disclose any content of the same Proposal to any third parties that are not part of the Enel Group, thus protecting the Applicants right from any undue disclosure of the Proposal. If, within this term of 6 (six) months after the Date of Expiration of the Challenge, the Scouter select some Proposals, each Selected Applicant shall oblige to sign a separate written agreement with the Scouter for the transfer of the ownership of the Proposal and of the related intellectual property rights (included the economic exploitation rights), except for moral rights that remain property of the Selected Applicant ("**IPRs Option Agreement**").

The IPRs Option Agreement must be digitally signed by both Parties.

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

The Scouter will pay the Awards to the Selected Applicants only after the signature of the IPRs Option Agreement by both Parties

Such IPRs Option Agreement will provide for the payment by the purchaser in favor of the Applicant of an amount of 7.000 euros for the Proposals.

After 6 (six) months following the Date of Expiration of the Challenge, if the Scouter has not entered into the above-mentioned option agreement, the Applicants will be free to use the submitted Proposals.

b) For the sole Proposals and respective concepts winning the Challenge: the Winning Applicant undertake to irrevocably assign to the Scouter – upon payment of the Winner Award – the

ownership and any and all intellectual property rights over the Proposal submitted by the same (the "**Winning Proposal**"), except for moral rights, including by way of example the right to commercial exploit, publish, reproduce, exhibit, execute, distribute, adapt, revision, modify, translate the selected Proposals and make any deriving projects and otherwise use the Winning Proposal, as well as the right to file any registration/ application for intellectual property rights protection on the Proposals and/or on the projects deriving from the transformation/revision/modification of the Proposals themselves.

The Winning Applicant is obliged to sign a separate written agreement ("**IPRs Agreement**") with the Scouter for the permanent transfer of ownership and any and all intellectual property rights, included the economic exploitation rights, related to the Winning Proposal.

The IPRs Agreement must be digitally signed by both Parties.

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

The Scouter will pay the Winner Award to the Winning Applicant only after the signature of the IPRs Agreement by both Parties. The Winning Applicants and the Selected Applicants pledge to provide the materials used for the development of their Proposals (including, but not limited to, blueprint, technical drawing, CAD files, etc.).

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

9.2 Confidentiality

The Applicants undertake to treat as confidential any information that the Scouter and any other companies of Enel Group will disclose and exchange within this Challenge.

By submitting a Proposal, the Applicants undertake to mark any confidential information as "strictly confidential". The Scouter and any other companies of Enel Group undertake to treat as confidential any information marked as "strictly confidential" by the Applicant and to not disclose them to third parties. For the purposes of this Challenge, Enel Group companies are not considered as third parties.

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

10. Changes to CTC

By submitting the Proposal, the Applicant acknowledges that EGI&N may vary these CTC at any time at its sole discretion. This includes changes to dates for deadlines and events, locations or specifications of the Challenge.

Any changes to these CTC will be posted on the Platform.
Applicants should regularly visit the Platform to check if any update of the CTC has been posted.
No changes can be retroactive, giving the same rights to the Applicants yet registered to the Platform.

11. Conflicts

In the case of any conflict between the present CTC and the Terms of Use of the Platform this CTC 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, EGI&N reserves the right to cancel, change, suspend this Challenge.
If someone cheats or misbehaves, EGI&N reserves the right to exclude at its sole discretion such applicant from the Challenge.
If any Applicant attempts to compromise the integrity or the legitimate operation of this Challenge or if EGI&N has reason to believe that an Applicant 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, EGI&N and or other companies of the Enel Group may seek damages to the fullest extent permitted by law. Further, EGI&N may disqualify and ban any unfair Applicant from this and any future OpenInnovability.com challenges.
The Challenge may be canceled also if: (i) no Proposals are received; (ii) the Scouter does not identify any Winning Proposal; or (iii) the Winning Applicant must be excluded, and no other Applicant can be selected as a winner in his place.

12. Cost

Any eventual cost relevant to the participation to the Challenge shall be exclusively supported by the Applicants.

13. Limitation of liability

In addition to any other limitation of liability contained in these CTC, EGI&N and the other companies of Enel Group are not liable for possible deficiencies of the Platform.
Please note that EGI&N and the other companies of Enel Group are not responsible for problems regarding computers, networks or any other reasons that may lead to lost, damaged and/or late entries.

14. Governing law and jurisdiction

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

15. Declaration of honour

By submitting the Proposal, the Applicant 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 CTC.

ANNEX 1

Declaration of Honour

I undertake to inform EGI&N , 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.

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

i. it is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
ii. 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*;
iii. it has been found guilty of serious professional misconduct proven by any relevant competent court or public authority;
iv. 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;
v. 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;
vi. it is subject to a conflict of interest;

vii. it has made false declarations in supplying the information required as a condition of participation in the challenge or it has failed to supply this information;

viii. is not in violation of any of the provisions referred to in this CTC.