

## Challenge Terms and Conditions

### How to protect operators from the risk of objects falling from height?

**Please Read This Carefully! You are agreeing to specific Terms and Conditions for this particular Challenge only. Enel Grids S.r.l., acting as the Scouter for this Challenge, has required that you accept the following special Challenge Terms and Conditions, so please take the time to read and understand them.**

## Challenge Terms and Conditions

### 1. Introduction

Enel Grids S.r.l. (hereinafter referred to as “**EGRIDS**” or the “**Scouter**”) is looking for innovative solutions which should either prevent objects from falling from height or protect the operators accidentally within the falling impact area, or at least reduce to the minimum the consequences of a possible impact for the affected operator (hereinafter the “**Challenge**”).

To this purpose, effective on November 10th, 2022, EGRIDS will launch on the platform - Enel Open Innovability®, available at [www.openinnovability.enel.com](http://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](http://openinnovability.enel.com) platform for this Challenge, these Challenge Terms and Conditions (hereinafter "**CTC**") will be a valid and binding agreement between you and EGRIDS for all purposes relating to the Challenge and in addition to your agreement to abide by the Terms of Use when you registered as an applicant for this Challenge. 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 the employees of (i) EGRIDS and its Subsidiaries and e-distribuzione S.p.A. and its Subsidiaries, excluding the members of the Evaluation Team. For the purposes of this CTC:

- (i) Subsidiary of EGRIDS means any corporation or other legal entity of which 50% or more of the outstanding voting securities is owned, directly or indirectly, by EGRIDS; and
- (ii) Evaluation Team means the physical persons who are currently working, or have worked at any time from the launch date of the Challenge to the date on which the Awards will be awarded, within EGRIDS’ functions “Health and Safety Enel Grids Global” and “Innovation Enel Grids Global”.

Applicants can participate as individuals or in teams. If they decide to participate as a team, each team can receive one Award only for each submitted Proposal (in line with the provisions of point 9 below).

Please note that 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 point 4(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 [infogridchallenges@enel.com](mailto:infogridchallenges@enel.com)), if necessary, any additional information to EGRIDS 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 he/she will maintain and update the Applicant’s information to keep it true, accurate, current and complete;
- 2) he/she has viewed and accepted the privacy policy of the Platform;

- 3) he/she has not breached any laws in the country of residence regarding the legality of registration and participation in the Challenge;
- 4) he/she is at least 18 years old;
- 5) to the best of his/her knowledge, he/she is not in a position of conflict of interest with the subject matter of the Challenge and with any component of the Evaluation Team;
- 6) 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;
- 7) he/she releases and undertakes to hold harmless EGRIDS and all the companies of the Enel Group from any and all liability, 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.

EGRIDS 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](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/enelcom/documenti/investitori/governance/sistema-di-controllo-interno/piano-tolleranza-zero-corruzione.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](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> ) (all together the "**Ethical Principles**").

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.

EGRIDS reserves the right to reject any proposal that does not comply with the Ethical Principles. 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.

Each Proposal shall contain the name of the solution and a brief description of the main features and advantages of the solution, as described in Annex 2 – Solution Template.

The Applicants are requested to submit their Proposals preferable in English or alternatively either in Italian, Spanish, Portuguese or Romanian. 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. the online solution form with all mandatory fields filled in;
2. the power point template attached in the Open Innovability® Platform duly completed in all parts:
  - Solution name and overview
  - Solution detailed description
  - Development Roadmap
  - Budget Estimation Proposal
  - Key Performance Indicators (KPIs)
3. the option to add an attachment with further details.

The Applicants are requested to submit their Proposals using the given format that appears in the Platform.

The Applicants are 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 personality rights of 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 EGRIDS 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 any other 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 November 10th, 2022, to February 12nd, 2023, within 23.59 CET (the “**Date of Expiration**”).

EGRIDS has the right to extend the closing of this phase and to announce such an extension. Also, EGRIDS 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 EGRIDS on the basis of the criteria below:

1. compliance with Challenge’s request and quality of the solution, including must have and nice to have, as specified on the Open Innovability® Challenge’s page;
2. degree of innovation;
3. possibility for EGRIDS to acquire new intellectual property rights;
4. solutions that are not generally known or easily accessible to experts in the sector;
5. technical and normative compliance;
6. replicability in different contexts and countries; and
7. economic and realization feasibility.

To allow EGRIDS to support the Applicant on respecting the listed criteria, it is mandatory to duly fill in the Power point model in its entirety.

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

### **C. Evaluation Process**

The Evaluation Team that will evaluate the Proposals will include representatives of EGRIDS as described at paragraph 4

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 EGRIDS 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 evaluation process, the Applicant will receive feedback.

## **7. Award and Payment**

EGRIDS will have the possibility recognize the following awards:

- 1) to the 9 Applicants selected as winner of the Challenge an amount of gross 4.000 euros each (the "**Winner Awards**"). These 9 **Winner Awards may be assigned** one for each of the 8 EGRIDS countries subsidiaries and one for EGRIDS central functions;
- 2) an additional award of gross 2.000 euros may be assigned to the best solution between those described under point 7(1) above;
- 3) other 5 additional awards of gross 2.000 euros each may be assigned to other solutions interesting for EGRIDS or other companies of the Enel Group, according to the judgement of the Evaluation Team (together with the winners of the awards under 7(1) and 7(2) above, the "**Winning Applicants**").

In addition to the payment of the Awards, the Scouter will give the Winning Applicants the possibility to support the Project Manager to further develop the initiative. For the purpose of this CTC, Project Manager means the employee of the Enel Group that will manage the proof of concept of the Proposals of the Winning Applicants.

The Scouter has absolute and sole discretion over the recognition of the awards mentioned above. The Scouter reserves the right not to assign all the awards mentioned above or to close the Challenge without recognizing any award.

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

The Applicant shall arrange and send to EGRIDS, all documents required to receive the Awards, in particular: all the textual documents in .pdf and editable format (.doc or similar).

EGRIDS will pay the Awards via bank transfer within 90 (ninety) days end-of-month from the date of announcement of the Winning Applicants.

The payment term is not essential and is subject to the receipt of all the documentation required by EGRIDS or other companies of the Enel Group from the Applicant.

Before the payment of the Awards, the Winning Applicants pledge henceforth to sign a specific agreement with EGRIDS for the permanent transfer of the ownership and the economic exploitation right related to the Proposal (the IPRs Agreement, as further defined below under Art. 9). 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 provide the materials used for their development (including, but not limited to, blueprint, technical drawing, CAD files, etc.).

## **8. Taxation**

Applicant understands and acknowledges that the Awards represent a complete payment, net of any local taxes that EGRIDS may be required to withhold. Applicant is 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. Intellectual Property rights**

9.1 At the time the Applicant sends any Proposal, in whole or in part, to Open Innovability<sup>®</sup>, and whether or not the Applicant's Proposal is selected by the Scouter, the Proposal and associated materials (if any) will not be returned.

9.2 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).

9.3 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 agrees that the Scouter shall have the right to use such same or similar materials to the extent permitted by applicable law 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 may independently have access to, may create or have created materials and ideas which may be similar or identical to the Proposal in concept, theme, idea, format or other respects.

9.4 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: (i) to be the author and the owner of the Proposal; (ii) not to have committed any violation of intellectual property rights of third parties in submitting such Proposal; (iii) that EGRIDS' receipt, evaluation, use and exploitation of the Proposal does not constitute a violation of third-parties' rights; and (iv) to indemnify and hold harmless EGRIDS in case EGRIDS' receipt, evaluation and/or use of the Solution constitute a violation of third-parties' rights. This provision does not apply if the Applicant, in accordance with the instructions provided in Annex 2 – Solution Template, does not propose its own solution but signals a solution developed by a third party. In this case, however, it is understood that: (i) the Applicant undertakes to specify clearly and in writing that its Proposal constitutes the reporting of a solution already developed by a third party and not its own solution; (ii) the Applicant warrants that the reporting of such Solution and EGRIDS' evaluation of the same do not entail any violation, either by the Applicant or by EGRIDS, of any obligation of confidentiality, intellectual property right or any other kind of third party rights.

9.5 Until the end of the Evaluation Process (and until the signing of the IPRs Agreement, in case of winning Proposals), the Applicant undertakes not to:

- grant to any third parties any rights on the submitted Proposal;
- reveal to any third party any information that relates to the Proposal or do anything else likely to impair any of the Proposed Solution's intellectual property rights; and
- use, propose or submit to third parties the Proposal submitted in the framework of the present Challenge.

9.6 By awarding any Applicant as Winning Applicant, in accordance with Art. 7 above, EGRIDS will obtain the ownership and all intellectual property rights over the Winning Applicant's Proposal, including the right of commercial exploitation of the Proposal, except for moral rights.

9.7 The Winning Applicant, to formalize the terms and conditions of the Proposal's ownership transfer mentioned above, undertakes to sign a separate written agreement with EGRIDS for the transfer of the ownership and all intellectual property rights over the winning Proposal (the "**IPRs Agreement**").

9.8 The Scouter will pay the Award to the Winning Applicant only after the signature of the IPRs Agreement by both parties.

9.9 Provisions of point 9.6, 9.7 and 9.8 above shall not apply if the Applicant, in accordance with the instructions provided in Annex 2 – Solution Template, does not propose its own solution but signals a solution developed by a third party.



## 10. Confidentiality

Applicants undertake to treat as confidential all the information regarding the Proposed Solution and 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 not to disclose them to third parties. For the purposes of this Challenge, Enel Group companies are not considered as third parties.

Confidentiality obligations provided under this CTC shall remain valid and effective for a period of 3 years from the earlier of (i) the Date of Expiration or (ii) the date of the early termination of this CTC. Notwithstanding the above, confidentiality obligations regarding trade secrets, as defined by Arts. 98 and 99 of legislative decree no. 30 of 10 February 2005, shall remain subject to the terms of this CTC for an indefinite term and shall be valid until the party bound by such confidentiality obligations is able to demonstrate that said trade secrets have become generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question.

## 11. Changes to CTC

By submitting the Proposal, the Applicant acknowledges that EGRIDS 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.

## 12. 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, EGRIDS reserves the right to cancel, change, suspend this Challenge.

If someone cheats or misbehaves, EGRIDS 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 EGRIDS 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, EGRIDS and or other companies of the Enel Group may seek damages to the fullest extent permitted by law. Further, EGRIDS 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.

### **13. Cost**

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

### **14. Limitation of liability**

In addition to any other limitation of liability contained in these CTC, EGRIDS and the other companies of Enel Group are not liable for possible deficiencies of the Platform.

Please note that EGRIDS 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.

### **15. 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.

### **16. Declaration of honor**

By submitting the Proposal, the Applicant confirms that he/she has read and understood the "Declaration of Honor" on exclusion criteria and absence of conflict of interests attached in Annex 1 to the present CTC.

**ANNEX 1****Declaration of Honor**

I undertake to inform EGRIDS, 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 Applicant is not in one of the following situations:

- i. 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;
- 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 in relation to the subject-matter of the Challenge;
- 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. it is in violation of any of the provisions referred to in this CTC.

## **Annex 2 – Solution Template**

# Solution template

## Overview



Solution name and  
overview

***Insert the name of the solution and a brief description of the main features and advantages of the solution.***

***You can insert solutions already developed by third parties (and not just own solutions) considering that the subsequent evaluation of this solution by EGRIDS must not constitute a violation of the rights of third parties (e.g. confidentiality obligations).***

Solution detailed  
description

***Insert the detailed information:***

- ***Hardware and software***
- ***Functionalities***
- ***Possible development partners***
- ***Pictures and schematics of the solution***
- ***Enel Grids countries of scale up applicability***

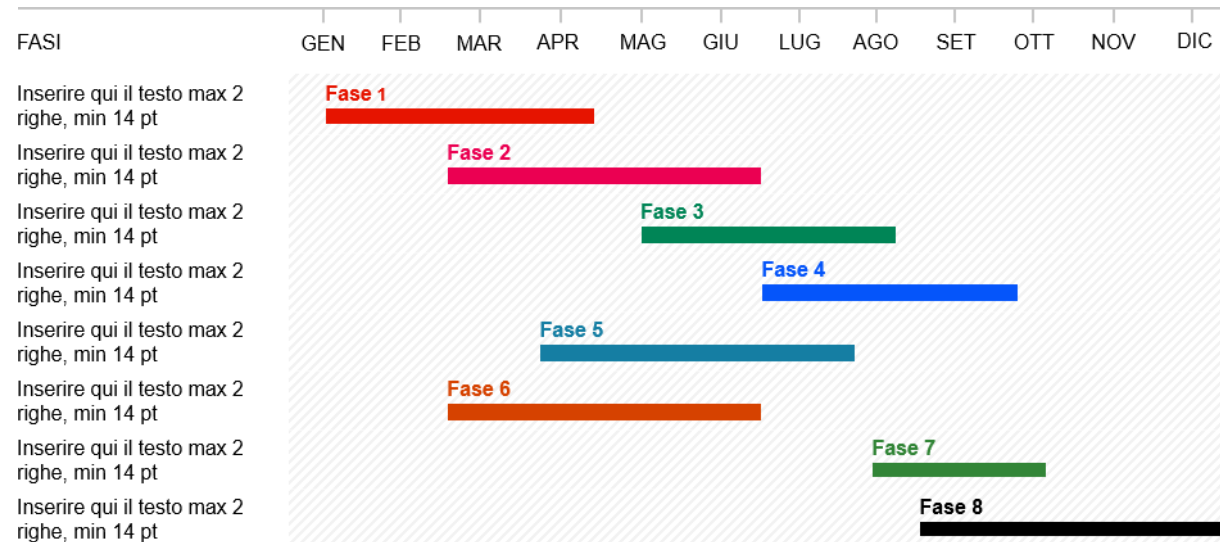
# Solution template

## Development Roadmap



Roadmap

***Insert the detailed development and/or testing activities related to the planning for the solution proposal***



*No slides limit and all the point are mandatory*

# Solution template

## Budget Estimation Proposal



***Insert the budgetary information related to the development of the solution (preferable in Euro)***

# Solution template

## Key Performance Indicators (KPIs)



KPI 1

KPI 2

KPI X

***Insert the main KPIs to monitor the performance of the solution in the development and/or testing activities related to challenge objectives and general safety policies (es. Reduction of Severity Index by 50%)***