

## Enel Innovation Challenge Regulations Talent Engagement Program

### 1. Introduction

Enel S.p.A. (hereinafter “Enel”), a multinational company in the energy sector and a leading integrated operator in the global electricity and gas markets, is looking for innovative solutions for identifying new ways of working and interacting with each other that can improve our working life and safeguard the achievement of business objectives. To this purpose, effective on **19/01/2022** Enel has launched on Enel Group Open Innovability® platform [www.openinnovability.enel.com] a call for ideas on one (1) issue to be solved (hereinafter the “Challenge”).

### 2. Description of the issue

The Challenge is relevant to the following issue:

Once the health crisis is over, ENEL would like to value everyone's experience in this "atypical" regime of continuous agile work by identifying **new ways of working and interacting for the future that can improve our working life** and safeguard the achievement of business objectives.

Since everyone has lived this experience differently, Enel is launching this call for ideas to understand what you would like your future working experience to be.

A complete description of the issue is available on openinnovability.com: <https://openinnovability.enel.com/projects/Talent-Engagement-Program-New-way-of-working-challenge>.

### 3. Definition of Submission

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

### 4. Eligibility of participants

The Challenge is reserved only and exclusively to those participants to “Talent Engagement Program” who passed positively the Recruiting Day.

All the Applicants must sign up into the Enel Group Open Innovability® platform by using the email address provided by the Enel Recruiting team. ,

By applying to the Challenge, the Applicant represents and warrants that:

- 1) He/she is eligible to participate in the Challenge.
- 2) All the information contained in his/her Proposal is true, accurate and complete;
- 3) He/she has viewed and accepts the privacy policy of the Enel Open Innovability® platform;
- 4) The Applicant has not breached any laws in his/her country of residence regarding the legality of entering the Challenge;
- 5) The Applicant is not in a position of conflict of interest with the Challenge;
- 6) To his/her best knowledge, his/her 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) feature any trademarks or logos;
- 7) The Applicant releases from any liabilities Enel and undertakes to hold harmless Enel , 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 Competition.

Enel reminds all the Applicants that Enel Group, in the pursuit of business activities and in the 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>. Furthermore, Enel has approved the Enel Global Compliance program (“EGPG”), which was drafted taking into accounts 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.

Enel 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.

Enel reserves the right to reject any Proposal that does not comply with these Regulations.

## 5. Application

Proposals will be submitted exclusively online through the Enel Group Open Innovability® platform [www.openinnovability.enel.com] and shall be in English. Proposals submitted by any other means 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 [for more details, please read the issue description];
- 3) A list of all rights of ownership and licenses in pre-existing intellectual property rights, when applicable;
- 4) Possibility to upload documents for a maximum of 5 files, 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.

## 6. Phases and deadlines

The Challenge is structured in the following steps:

### Phase 1 – Submission

Proposals must be submitted by **January 28th, 2022, 23:59 CET** (unless the deadline is extended) on the Enel Group Open Innovability® platform [www.openinnovability.enel.com]. Enel may decide at its own discretion to extend the deadline, for a maximum of additional 30 days.

In order to be eligible for evaluation, Proposals should be complete and submitted before the deadline through the Enel Group Open Innovability® platform; Applicant must accept these Regulations, the Terms of Usage and Private Policy of the Enel Group Open Innovability® platform, as well as declare under their own responsibility, when applicable under the relevant law, the ownership or right of usage of any intellectual property rights involved in the proposal and the absence of any conflicts of interest.

The Proposal should include at least one of the following **TOPICS**:

- **WORKING MODEL** - new operating methods, new practices, and enabling factors (including new skills acquired or to be enhanced) to help you work at full potential;
- **WELL-BEING** - proposals related to colleagues well-being, work-life balance, stress management, welfare;
- **PEOPLE ENGAGEMENT** - proposals to stimulate colleagues' motivation, fulfillment, commitment, and sense of belonging;
- **CULTURAL SHIFT** - new ways of promoting collaboration, knowledge sharing, and communication by creating a climate of mutual trust.

If the Proposal touches more than one category, the main one must be selected, explaining the others in the description.

Each Proposal must contain:

- Description of the idea and specific features
- Examples of technology application and reference sector, if any;
- Advantages and weaknesses of the proposed idea compared to the current way of working;
- Constraints for the adoption of the proposed solution;
- If a problem may arise from implementing your proposal, describe it, possibly with practical examples;
- Resources needed to implement it.

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

#### Phase 2 – Evaluation

Enel, availing itself of both internal and external resources, as deemed fit, will evaluate the Proposals from January 28th, 2022 to February 13<sup>th</sup>, 2022 (within 23.59 CET), with a proportionate postponement in case of extension of the submission deadline. The Proposals must satisfy the requirements specified in the issue description and they will be evaluated based on the criteria below:

- Relevance to the described objective of the call for ideas;
- Feasibility;
- Novelty and creativity.

The Proposals lacking one or more of the abovementioned criteria or that do not meet the requirements described in the issue description will be discarded.

*Communication to participants:* At the end of the evaluation, all applicants will receive a feedback.

## **7. Intellectual property rights**

7.1 For the purpose of these Regulations, “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;

7.2 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 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 sole responsibility of the Applicant; nonetheless, Enel 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 Enel Group Open Innovability® platform [www.openinnovability.enel.com] constitutes a violation of its IPRs, or its confidentiality/privacy rights. Enel

reserves the right to ask for additional evidence or documents to validate that all information supplied by applicants is true and complete.

7.3 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 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 Group Open Innovability® platform (including information about the Applicants) the IPRs may enter the public domain, thus losing the chance of being protected. Enel 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 considered in case such third parties have been granted exclusivity rights to use and further develop such Proposal.

The information submitted will not prevent Enel from independently developing the same or similar expertise or physical assets and offering their services to any other party.

## **8. Enel rights on submissions**

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

- 1) Enel 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, tradeshow, and screen shots of the Challenge 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 and its designees to make use of the rights granted above;  
Enel 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 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 will not restrict work assignments of the personnel who have had access to the Proposal. By entering this Challenge, the Applicant agrees that Enel 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 end of the Challenge, Proposals may be posted on a website selected by Enel or viewing by visitors to such website. Enel is not responsible for any unauthorized use of the Proposal by visitors to such website. While Enel reserve these rights, is not obligated to use the Applicant's Proposal for any purpose, regardless the evaluation of such Proposal...

## **9. Changes to Regulations**

By submitting the Proposals, Applicants acknowledge and accept that Enel could vary these Regulations at any time. This includes changes to dates for deadlines and events, locations or specifications of the Challenge. Enel will post any change to these Regulations on the Enel Group Open Innovability® platform [[www.openinnovability.enel.com](http://www.openinnovability.enel.com)]. Applicants should regularly visit the Enel Group Open Innovability® platform to check if any update of the Regulations has been posted.

## **10. 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.

**11. 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, Enel reserves the right to ban a specific Applicant from the Challenge, 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 reserves the right to select winner from among all eligible entries received before Enel 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 Enel has 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, Enel may seek damages to the fullest extent permitted by law. Further, Enel may disqualify and ban any unfair participant from any future challenge.

**12. Costs and taxes**

Any cost and tax relevant to the participation to the Challenge or the receipt of payment 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.

**13. Limitation of liability**

In addition to any other limitation of liability contained in these Regulations, Enel is not liable for possible deficiencies of the Enel Group Open Innovability® platform. Enel is not responsible for problems regarding computers, networks or any other reasons that may lead to lost, damaged or late entries.

**14. Future collaborations**

Enel may, at its sole discretion, negotiate with the Applicants future agreements.

**15. Governing law and jurisdiction**

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