

## ENEL REDUCTION TO PRACTICE CHALLENGE SPECIFIC SOLVER AGREEMENT

### 1. PREMISES

Please Read This Carefully! You are agreeing to this Enel Reduction to Practice (RTP) Challenge-Specific Solver Agreement ("**CSA**") for this Challenge only.

The RTP EGP Innothion Challenge: Robots for Renewables (hereinafter the "Challenge") is relevant to the following issue: the realization of an autonomous robotic platform, capable of moving around renewable plants to carry out data collection, inspections, and small maintenance activities. More details are contained in the Challenge Statement, available at [Openinnovability.com](http://Openinnovability.com), of which this CSA is an annex.

Enel Green Power S.p.A. ("EGP") acting as the seeker for this Challenge (hereinafter the "**Seeker**"), has required that you accept these special terms, so please take the time to understand them.

Please note that this Challenge is managed in collaboration with Wazoku, Inc., the challenge program partner of Enel S.p.A.

If you click "Submit" and proceed to the Open Innovability® Portal for this Challenge, this CSA will be a valid and binding agreement for all purposes relating to this Challenge and in addition to the [Terms of Use](#) of Open Innovability® Portal (the "Platform"), that you accept when you submit your solution (as a draft or a definitive deliverable). Please print and keep a copy of this CSA. No provisions you may have agreed to that are specific to any other challenge will apply.

In addition to the uploading solution, you must upload the CV of all the members of each team on the Platform.

### 2. ELIGIBILITY

The Challenge is reserved exclusively to Europeans or those with a Student Schengen Visa based in Europe from 18th to 28th years old  
By entering this Challenge, any participant will be deemed to be a "**Solver**".

Each Solver must have reached the age of majority according to the relevant national legislation, but not older than 28 years and have legal capacity in the jurisdiction where he/she resides. Only natural persons are allowed to participate, individually or in teams up to a maximum of five (5) members.

Also, during the Challenge, individual Solvers are allowed to form a team of up to five (5) eligible members.

The employees of the Seeker are not eligible for the participation in this Challenge.

Furthermore, the following subjects are not eligible to participate:

- All the people 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 determined according to Italian law;
- Spouses, partners or any of their relatives up to the fourth grade (determined according to Italian law) of Enel companies' employees who have worked or currently work in the technical sector of [robotics and sensors]

It is the Solver'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, if necessary, any additional information by an e-mail to [openinnovability-support@enel.com](mailto:openinnovability-support@enel.com).

By proposing the Solution, the Solver represents and warrants that:

- 1) He/she is eligible to participate in the Challenge;
- 2) He/she accept to abide by this CSA;
- 3) All personal information ("**Solver Information**") is true, accurate, current, and complete and the Solver will maintain and update the Solver Information to keep it true, accurate, current and complete.
- 4) All the other information contained in his/her Proposed Solution is true, accurate and complete;
- 5) He/she has viewed and accepts the privacy policy of the Platform and undertakes to comply with EU Regulation 2016/679 ("GDPR") and any other applicable privacy legislation;
- 6) The Solver owns all the rights, including, but not limited to, all intellectual property rights and/or has obtained any and all consents, approvals, or licenses required in order to make, submit and use the Proposed Solution in any manner consistent to this CSA and by participating to the Challenge no third party rights are breached; the Seeker and/or Wazoku is not requested to verify the authenticity of the rights' ownership of the Proposed Solution and any issues derived from third party claims that may arise are the solely responsibility of the Solver; nonetheless, the Seeker and/or Wazoku reserves the right to disclose the identity of the Solver to any third party claiming that the material posted or uploaded by the Solver to the Platform constitutes a violation of their intellectual property rights, or their confidentiality/privacy rights. The Seeker and/or Wazoku reserves the right to ask for additional evidence or documents to validate that all information supplied by the Solver is true and complete;
- 7) In case the Solver is an employee of a legal entity or has an ongoing collaborative relationship in any capacity with a public or private institution (by way of example only, companies, agencies, universities, research centers), his/her participation in the Challenge is subject to the issuance of the declaration in Annex 1 by the legal entity or public or private institution. The Solver is responsible for ensuring that his/her participation

in this Challenge complies with any policy of the institution, with which the employment or collaboration relationship is in place, may have regarding participation in contests of this type. If the Seeker or Wazoku has reason to believe that the Solver may violate any of those policies, the Seeker or Wazoku reserves the right to prohibit the participation in the Challenge or withheld any award at any time;

- 8) The Solver has not breached any laws in his/her country of residence regarding the legality of entering the Challenge;
- 9) The Solver is not in a position of conflict of interest with this Challenge;
- 10) His/her Proposed Solution will be generated and developed exclusively for the Challenge and does not: (i) violate the rights — including, but not limited to, copyrights, trademark rights, patent rights, privacy rights, or other intellectual property rights — of any third party; (ii) prominently feature any trademarks or logos; (iii) contain content that is defamatory or in violation of any law, irrelevant to the Challenge, or otherwise inappropriate, as determined by the Seeker and/or Wazoku, in its sole discretion;
- 11) The Solver releases and undertakes to hold harmless the Seeker, 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 Challenge or any award;

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 the Challenge on the basis of its investigation.

### **3. SUBMISSION OF PROPOSED SOLUTION. DISQUALIFICATION**

As a Solver you may submit to the Platform your proposed solution ("**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 and/or the Seeker, if requested.

The Seeker reserves the immediate right to disqualify the Solver(s) if, at its sole discretion, he/she: (i) do not in comply with the Terms of Use of Open Innovability® and/or with this CSA, (ii) tamper with the submission process, the Challenge, or the Open Innovability® Portal; or (iii) act in an uncooperative, unsportsmanlike, disruptive, abusive, or threatening manner.

### **4. SELECTION OF PROPOSED SOLUTION**

The Solvers will have until April 10, 2023 to prepare a proposal in response to the Challenge and to submit the proposal at the Enel Open Innovability® platform with a general description of how the solution is structured (in terms of scope, type of materials needed for realization, list of plant parameters to evaluate, algorithm).

The Seeker will select the best Proposed Solution at its sole discretion, considering the best accomplishment of the Solution Requirements described in Challenge Statement.

The Seeker will provide the selected Solvers with a customized kit, according to the guidance provided in each Proposed Solution within the value limits specified in the Challenge Statement and will evaluate case by case any additional tool necessary for the prototype realization.

The Solvers will work on a prototype of the idea proposed within the customized base kit provided within two (2) months after receiving the kit.

All the selected Solvers will be invited to participate at a three-days hackathon at the Innovation Hub&Lab in Catania, to be held on July 2023("Event"), for prototype refining with Enel experts, by means of an advanced kit. Travel and accommodation costs will be covered by Enel.

All the selected Solvers will have the possibility to participate to an employer branding session. The finalized prototypes will be evaluated by a jury and the best one(s) will be declared winner(s) at the end of the Event and awarded with an economic prize ("Winning Solution(s)").

The Seeker has absolute and sole discretion to determine whether to accept any Proposed Solution, and whether to make an Award, multiple Awards or any Award at all, or whether to propose to the Solver(s) a partial Award, if the Proposed Solution does not match all the Solution Requirements defined in the Challenge Statement.

The Solver acknowledges and agrees:

- that Wazoku, Enel S.p.A. and the Seeker are not responsible for, and has no liability for selection of a winning Solver, if any;
- to hold Wazoku, Enel S.p.A. and the Seeker legally harmless in regard to selection of a winning Solver, if any;
- to hold Enel S.p.A., the Seeker and Wazoku legally harmless for any advice it may provide as to the quality or suitability of submitted solutions;
- to waive any claim against Enel S.p.A., 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.

## 5. PAYMENT OF AWARDS

If the Seeker selects your Proposed Solution for an Award, the payment amount specified in the Challenge Statement or, in case of partial 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) the declaration of winner(s) at the end of the Event, and 2) the completion of certain verification procedures by Wazoku in relation to identity and reliability of the Solvers and the review and acceptance of such results by the Seeker, and 3) Wazoku's has received the amount of Winner Award from the Seeker.

Payment of any Award is conditioned upon your cooperation with Wazoku's verification procedures referred to in point 2 above.

INTERNAL

INTERNAL

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 to the Solver. 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.

## **6. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS**

**BY SUBMITTING A PROPOSED SOLUTION, YOU UNDERTAKE TO MARK ANY CONFIDENTIAL INFORMATION, IF ANY, AS “STRICTLY CONFIDENTIAL”.** Enel S.p.A., the Seeker and Wazoku undertake to treat as confidential any information marked as strictly confidential by the Solver and to not disclose the Confidential Information to any third party not involved in the selection process. Therefore, you acknowledge and agree that Enel S.p.A., 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 other Enel Group’s company during the selection process, solely for the evaluation of the Proposed Solutions within the Challenge.

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) shall be used only for the evaluation of the Proposed Solutions within the Challenge and will not be returned.

The Seeker, 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).

For purpose of this CSA, “**Affiliate**” means any legal entity directly or indirectly controlling or controlled by or under direct or indirect common control with the Seeker, when “control” means the power to direct the management and policies of such legal entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

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 obligations set in this CSA shall survive after the termination of this Challenge.

**ALL INTELLECTUAL PROPERTY RIGHTS, IF ANY, RELATED TO THE PROPOSED SOLUTION WILL REMAIN WITH THE SOLVER.**

**BY SUBMITTING A PROPOSED SOLUTION TO THIS CHALLENGE, EACH WINNING SOLVER AGREES TO GRANT TO THE SEEKER A PERPETUAL, ROYALTY FREE,**

**EXCLUSIVE, SUBLICENSABLE LICENSE IN RESPECT OF THE WINNING SOLUTION AND OF ALL RELEVANT INTELLECTUAL PROPERTY RIGHTS, IF ANY, FOR THE PURPOSES OF USE AND/OR COMMERCIAL EXPLOITATION OF THE WINNING SOLUTION.**

You understand, recognize and accept that:

- Enel S.p.A. , Wazoku and/or the Seeker have access to, may create or have created materials and ideas which may be similar or identical to your Proposed Solution in concept, theme, idea, format or other respects:
- Enel S.p.A., 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 the use of such materials. In the event that your entry is identical or similar to the Proposed Solution of another Solver, Enel SpA, Wazoku and/or the Seeker reserve the right, at the sole discretion of the Seeker, to either score one Proposed Solution higher than the other subject to the Challenge Statement guidelines.

By entering this CSA, you agree that: (i) all Proposed Solutions and associated materials (if any) will not be returned; (ii) ) Seeker (and its authorized representatives) have the unlimited right to alter and/or edit the Winning Solution(s) or any part or element thereof; and (iii) the Seeker and its licensees, successors and assigns have the right to use any and all Winning Solution(s), and the names, likenesses, voices and images of all persons appearing in the Winning Solution(s) for future advertising, promotion and publicity in any manner and in any medium now known or hereafter devised throughout the world in perpetuity.

## **7. GENERAL CONDITIONS**

**Data Protection.** Participation to the Challenge is conditioned on providing the data required on the online registration form on Open Innovability® Portal.

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.

Personal data will be processed in accordance with Enel (OpenInnovability®)'s Privacy Policy which can be located at <https://openinnovability.enel.com/privacy-policy>.

Please note that by registering to this Challenge your Personal Data are transferred to Wazoku, a private company located in United States Wazoku, Inc. 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 SpA 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.

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

**Declaration of honour.** By submitting the Proposal, the Solver declares to be not in one of the following situations:

- a) 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;
- 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 guilty of grave professional misconduct proven by any means which the contracting authority Bank and international organisations;
- 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 organisation 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 one of the situations of exclusion, referred to in this CSA.

The Solver undertakes to inform the Seeker 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.

**Dispute resolution.** In addition to what provided for in art. 11 Terms of Use, any dispute, controversy or claim arising out of or relating to this CSA (including any question regarding its existence, validity or termination) (a “**Dispute**”) shall be settled by the Civil Court of Rome.

## **ANNEX 1 EXAMPLE OF WAIVER DECLARATION**

The Company \_\_\_\_\_ (the “Employer”) / the University or Research Centre \_\_\_\_\_ is aware that \_\_\_\_\_ (the “Employee”/the “Collaborator”) has developed a solution for the Enel Challenge, entitled “EGP Innothon Challenge: Robots for Renewables” (the “Challenge”) which the Employee has submitted to Enel Group under a submission made on (DATE) on Open Innovability® Portal, accepting the Regulations of the Challenge and the Terms of Usage of the Open Innovability® Portal .

The Employer/University/Research Centre is aware that the solution submitted by the Employee/Collaborator won the Challenge mentioned above and the relevant prize will be awarded according to the condition already defined and laid down.

The Employer/University/Research Centre hereby acknowledges that the above solution has been developed by the Employee/Collaborator exclusively for the Challenge and not within the scope of the employment/collaboration, and unconditionally, absolutely, and forever waives and releases the Employee/Collaborator from any obligation of assignment of the intellectual property rights to the Employer/University/Research Centre with respect to the solution developed for Enel Group.

This letter is hereby executed by a duly authorized representative of Employer/University/Research Centre.