

## **Challenge Regulation**

### **Solutions for fault detection on MV overhead lateral lines in Brazil**

**Please Carefully Read This Document! You are agreeing to a Regulation for this particular Challenge only. Enel Grids S.r.l. acting as the Challenge Owner for this Challenge, have required that you accept the following Regulation, so please take the time to understand it.**

#### **1. Introduction**

Enel Grids S.r.l. (hereinafter referred to as the “**Challenge owner**” or “Enel Grids”) is looking for “an innovative solution to increase network reliability and service quality in Brazil by enhancing the protection devices of overhead lateral lines”.

To this purpose, effective on 29 July 2024, the Challenge Owner will launch on the platform Enel Open Innovability® [www.openinnovability.enel.com](http://www.openinnovability.enel.com) (hereinafter the “**Platform**”) a Call for Partnerships based on the present challenge (hereinafter the “**Challenge**”).

Please note that this Challenge is managed in collaboration with Leading Edge Only (hereinafter “**LEO**”), the challenge program partner of Enel S.p.A..

If Participants click " SEND YOUR SOLUTION PROPOSAL" and proceed to the [openinnovability.enel.com](http://openinnovability.enel.com) platform for this Challenge, this Regulation will be a valid and binding agreement for all purposes relating to the participation to the Challenge and in addition to Participants' agreement to abide by the Terms of Use of the Platform, available at the following link: <https://openinnovability.enel.com/terms-of-use>, when Participants registered as a Participant. Please print and keep a copy of this Regulation. No provisions Participants 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 ® ([www.openinnovability.enel.com](http://www.openinnovability.enel.com)) on the dedicated page: <https://openinnovability.enel.com/challenges/call/2024/7/increase-network-reliability-of-MV-overhead-lateral-lines>

This Regulation will be managed under the rules of R&D ANEEL's program in Brazil and proposal will be evaluated accordingly (<https://www.gov.br/aneel/pt-br/assuntos/programa-de-pesquisa-desenvolvimento-e-inovacao>) .

### **3. Definition of Submission**

The participants who take part to the Challenge (each a **"Participant"**) 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 make reference to paragraph 6 for more details on submission.

### **4. Eligibility of Participants**

This Challenge is dedicated to Legal entities that have registered office and production site in Brazil and which are not part of the Enel Group.

The employees of Enel Grids and Enel S.p.A. who are involved in the organization and management of the Challenge or 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.

The spouses, partners, and relatives up to the fourth degree of Enel Grids and Enel S.p.A.'s employees who are involved in the organization and management of the Challenge and all of Enel Grids and Enel S.p.A.'s employees admitted to the Open Innovability® Portal back office, are not eligible for participation in this Challenge.

Also, the spouses, partners, and relatives up to the fourth degree of the employees of Enel Grids and Enel S.p.A. who have worked or currently work in the technical sector of network component design and standardization are not eligible for the participation in this Challenge.

It is the Participant'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 [opeinnovability-support@enel.com](mailto:opeinnovability-support@enel.com)), if necessary, any additional information to the Challenge Owner to fulfill its obligation.

By applying to the Challenge, the Participants shall represent and warrant what follows:

- 1) is eligible to participate in the Challenge;
- 2) all the information contained in the Proposal is true, accurate and complete and Participants will maintain and update the Participants' information to keep it true, accurate, current and complete;
- 3) Participants have viewed and accepted the privacy policy of the Platform;

- 4) Participants have not breached any laws in the country of residence regarding the legality of entering and participating in the Challenge;
- 5) if Participants are natural persons, that Participants are at least 18 years old;
- 6) if Participants are natural persons representing a business or other entity, Participants are authorized to enter into this Regulation on behalf of that business or entity;
- 7) Participants are not in a position of conflict of interest with the Challenge;
- 8) 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;
- 9) he/she releases and undertakes to hold harmless Enel S.p.A., the Challenge owner and LEO 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.

The Challenge Owner reminds all Participants that Enel Group has adopted and adheres to the principles set out in the Code of Ethics, Zero Tolerance for Corruption Plan and in the Global Compliance program of the Enel Group, which currently may be found at <http://www.enel.com>.

Participants hereby acknowledge the Code of Ethics of the Enel Group as binding and confirms to adhere to it. Participants also acknowledge that Enel S.p.A. has approved 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.

The Challenge owner and Enel S.p.A. reserve the right to reject any proposal that does not comply with these Terms and Conditions. If the Challenge is won by a Participant not meeting the cited requirements, the Participant will lose the right to the Award.

## **5. Application**

Proposals will be submitted exclusively online through the Platform.

The Participants are requested to submit their Proposals in English and attach the Portuguese version..

Proposals submitted by any other means will not be considered.

Proposals shall be submitted in a single stage and shall include the following sections:

- 1) information about the Proposal;
- 2) Participants are requested to use the given format that appears in the Platform;
- 3) a clear description of the solution proposed with details on how it can be applied to the Challenge Owner's need and/or solve the Challenge with the requirements and constraints described in the Challenge;
- 4) All the deliverables set out in the Challenge page;

Participants 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 the rights of the person, the parties involved or any third party (including other Participants);
- 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;
- material copied or inspired by the one published by another Participant;
- 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 Participants or the participation in the Challenge, or in addition material which may expose Enel S.p.A and The Challenge Owner to any responsibilities;
- material violating the Regulation, any other document and/or guideline published on the Platform, and applicable law.

Participants are the sole responsible for the submitted Proposals.

Participants 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. Evaluation process and deadlines**

### **A. Submission**

Participants will submit their Proposals on the Platform from 29 July 2024 to 25 September 2024 (the “**Date of Expiration**”).

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

### **B. Evaluation Criteria**

The Proposals for each Challenge will be assessed by the Challenge Owner considering the Solution’s required features and characteristics set out in the Challenge page, on the basis of the criteria below:

- Overall scientific and technical feasibility of the proposed solution;
- Economic potential of concept (e.g. Total Cost of Ownership);
- Business potential for the Challenge Owner;
- Novelty and not obviousness;
- Potential for proprietary position (i.e., is the technology novel or protectable);
- User's capabilities and related experience;
- Realism of the proposed solution;
- Maturity level of the proposal.

If the reward includes the opportunity to collaborate with Enel, once one or more suitable solutions have been identified, Enel will reserve the opportunity to start a collaboration, by way of example, on all or part of the following activities:

- Test execution;
- Supply of prototypes (if the solution includes equipment);
- Installation and site tests;
- Follow up and monitoring of the proposed idea behavior.

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

### **C. Evaluation Process**

The Challenge Owner team will evaluate each Proposal, getting in touch with the Participants if additional information is needed.

Following this preliminary evaluation, the Proposal(s) that meet the requirements of the Challenge will be further evaluated by the Challenge Owner and/or its Affiliates. In this second evaluation, an analysis based on technical parameters, economic and business impact for the Challenge Owner will be performed. The presentation of the Proposal will also be evaluated.

The best proposals could be invited for a live pitch to the Challenge Owner and the Enel team to present the solution.

The final evaluation will determine the "**Winning Solution**" that best suites the requirements.

At the end of the assessment, the Participants will receive feedback.

## **7. Award and Payment**

Enel Grids will recognize to the Winning Solution a prize of 10.000 USD (The "**Prize**"); in addition, the Participant who submitted the Winning Solution will be rewarded with the possibility to negotiate, as per Enel Grids's sole discretion, a collaboration agreement with the Challenge Owner and/or its

Brazilian Affiliates (all together, the “**Award**”). If the collaboration agreement is executed with a Brazilian Affiliate, it should be governed by the rules of R&D ANEEL’s program.

For purpose of this Regulation, “**Affiliate**” means any legal entity directly or indirectly controlling or controlled by or under direct or indirect common control with the Challenge Owner, 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.

The Challenge Owner has absolute and sole discretion over the granting of the Award. The Challenge Owner reserves the right to close the Challenge without granting any Award.

Participants shall arrange and send to Enel S.p.A. and the Challenge Owner, all documents required to receive the Awards.

The assignment of the Award to the winning Participant(s) is conditioned to the positive assessment of the internal control procedures on Enel Group counterparts.

The Prize of 10.000 USD shall be paid by LEO to the Participant who submitted the Winning Solution. Payment is conditioned upon Participant’s compliance with the provision of this Regulation. The winning Participant understands and acknowledges that the 10.000 USD Prize represents a complete payment, net of any transfer fees and local taxes that LEO may be required to withhold, for any Winning Solution and that Participant is not entitled to any other compensation of any kind. All taxes levied on the Prize in accordance with the applicable local tax legislation of the Participant's tax residence shall be the Participant’s sole responsibility, maintaining LEO and Enel Grids Srl free and clear from any liability, claims and lawsuits of any nature in relation to the taxes for which it is responsible.

## **8. Confidentiality and Intellectual Property rights**

**BY SUBMITTING A PROPOSED SOLUTION, PARTICIPANT UNDERTAKE TO MARK ANY CONFIDENTIAL INFORMATION, IF ANY, AS “STRICTLY CONFIDENTIAL”.** Enel S.p.A. and the Challenge Owner undertake to treat as confidential any information marked as strictly confidential by the Participants and not to disclose such confidential information to any third party not involved in the Challenge. Therefore, Participant acknowledge and agree that Enel S.p.A., and the Challenge Owner may decide to share, under bond of confidentiality and in line with applicable law, the Proposal to a third-party consultant or to any other Enel Group’s company during the selection process, solely for the evaluation of the Proposal within the Challenge.

At the time the Participants submit any Proposal, in whole or in part, on the Platform, and whether or not the Participants' Proposals are selected, Participants are aware that the Proposal and associated materials (if any) shall be used only for the evaluation of the Proposal within the Challenge and will not be returned.

Participants undertake to treat as confidential any information that Enel S.p.A, the Challenge Owner and any other Enel Group company will exchange with Participant within this Challenge.

**This regulation does not imply the transfer of any intellectual property rights related to the Proposal from the Participants.** Enel S.p.A. and the Challenge Owner may share the Proposal with the other companies of the Enel Group **for the evaluation of the Proposed Solutions within the Challenge.**

**THE CHALLENGE OWNER, AT ITS OWN DISCRETION AND WHERE IT IS POSSIBLE, MAY USE THE NAMES OF THE AUTHORS OF THE WINNING SOLUTION FOR COMMUNICATION PURPOSES.**

In case a Brazilian Affiliate execute a collaboration agreement with the Participant who submitted the Winning Solution, the intellectual property rights and methodology resulting or deriving from the developments, or works or services, or other activities performed by the Participant in executing the collaboration agreement, and the records that are created belong to the Brazilian Affiliate. The Participant hereby undertakes to provide all necessary subsidies for the Brazilian Affiliate to provide the respective registration with the relevant authority, under the terms provided for in the legislation in force.

By submitting the Proposal, the Participants represent and warrant that:

- Proposal is an original work made by the Participants, and the Participants have not included third-party content (such as writing, text, graphics, artwork, logos, photographs, musical recordings, clips of videos, television programs or motion pictures) in or in connection with the Proposal, unless the Participants have either obtained the rights to use such third-party content, or the content of the Proposal is considered in the public domain without any limitations on use;
- no natural or legal person other than the Participants has any right, title or interest in any part of the Proposal;
- the Proposal does not infringe or violate any patent, copyright, trade secret, trademark or other intellectual property rights of third parties;
- the use of the Proposal by, Enel S.p.A. and/or the Challenge Owner does not and will not infringe or violate any rights of any third party or entity, including, without limitation, patent, copyright, trademark, trade secret and personal data;

- the Participants have all the rights, licenses, permissions and consents necessary to submit the Proposal and to grant all of the rights thereof to Challenge Owner, including the right for the Challenge Owner to use and develop derivative works of and from the Proposal;

By entering this Regulation, the Participants agree that the Proposal and associated materials (if any) will not be returned.

### **9. Changes to this Regulation**

By submitting the Proposal, the Participants acknowledge that the Challenge Owner may vary this Regulation 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 this Regulation will be posted on the Platform.

Participants should regularly visit the Platform to check if any update of the Regulation has been posted.

No changes can be retroactive, giving the same rights to the Participants yet registered to the Platform.

### **10. Conflicts**

In the case of any conflict between the present Regulation and the Terms of Use of the Platform and/or the Terms and Conditions of the LEO platform, this Regulation 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 the Challenge Owner reserves the right to cancel, change, or suspend this Challenge.

If a Participant cheats or misconducts, the Challenge Owner reserves the right to exclude at its sole discretion such Participant from the Challenge.

If any Participant attempts to compromise the integrity or the legitimate operation of this Challenge or if the Challenge Owner has reason to believe that a Participant has 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, the Challenge Owner and Enel S.p.A. may seek damages to the fullest extent permitted by applicable law. Further, the Challenge Owner and Enel S.p.A. may disqualify and ban from this and any future OpenInnovability.com challenges any Participant who commits a violation of this Regulation and/or applicable law. The Challenge may be canceled also if: (i) no Proposals are received; (ii) the committee does not identify any winning Proposal or (iii) the winning Participant must be excluded.



### **11. Cost**

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

### **12. Limitation of liability**

In addition to any other limitation of liability contained in this Regulation, the Challenge Owner and Enel S.p.A. are not liable for any possible deficiencies of the Platform.

Furthermore, the Challenge Owner and Enel S.p.A. are not responsible for problems regarding computers, networks or any other reasons that may lead to lost, damaged and/or late entries.

### **13. Governing law and jurisdiction**

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

### **14. Declaration of Honor**

By submitting the Proposal, the Participants confirm that they have read and understood the "Declaration of Honor" on exclusion criteria and absence of conflict of interests attached in Annex 1 to the present Regulation.

## ANNEX 1

### Declaration of Honor

I undertake to inform the Challenge Owner and Enel S.p.A., immediately, if after the date of submission of the Proposal till the end of the evaluation process, any part of the Declaration of Honor described below will become untrue or inaccurate.

Declaration of Honor on exclusion criteria and absence of conflict of interest.

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

- i. he/she 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. he/she 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. he/she has been found guilty of grave professional misconduct proven by any competent court or public authority;
- iv. he/she 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 Challenge is to be performed;
- v. he/she or persons having powers of representation, decision making or control over him/her 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. he/she is not subject to a conflict of interest;
- vii. he/she has not made false declarations in supplying the information required, as a condition of participation in the challenge, or does not supply this information;
- viii. he/she is not in one of the situations of exclusion, referred to in this Declaration of Honor.