Challenge Regulation

Noise Mitigation Solutions for New BESS Plants

Please Carefully Read This Document! You are agreeing to a Regulation for this Challenge only. Enel Green Power S.p.A., acting as the Challenge Owner for this Challenge, has required that you accept the following Regulation, so please take the time to understand it.

1. Introduction

Enel Green Power S.p.A. (hereinafter referred to as the "**Challenge owner**" or "Enel Green Power S.p.A.") is seeking innovative solutions to mitigate and to monitor noise emissions from Battery Energy Storage System (BESS) plants, associated to their main noise sources, characterized by low-frequencies and tonal components: HVAC (Heat, Ventilation and Air Conditioning), PCS (Power Conversion System)/inverters and transformers.

To this purpose, effective on 19th of November 2026, the Challenge Owner will launch on the platform Enel Open Innovability® 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.

By clicking "SEND YOUR SOLUTION PROPOSAL" and proceeding to the Platform for this Challenge, Participants (as defined below) agree to this Regulation, which will be a valid and binding agreement for all purposes relating to the participation in the Challenge. Participants also agree to abide by the Terms of Use of the Platform, which are available at the following link: https://openinnovability.enel.com/terms-of-use. No provisions that Participants have agreed to for any other individual challenge not included in this Challenge will apply.
Participation is subject to providing the data required on the online registration form. Personal data will be processed in accordance with the Enel Open Innovability®'s Privacy Policy, which can be found 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) on the dedicated page:

https://openinnovability.enel.com/challenges/call/2026/9/noise-mitigation-solutions-for-new-bess-plants

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 open only to legal entities that are not part of the Enel Group.

The employees of Enel Group Companies, as well as their spouses or partners and their relatives up to the first degree, are not eligible for 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 fall into the ineligibility criteria described above and request (by e-mail to 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) Participants are eligible to participate in the Challenge.
2) all the information contained in the Proposal is true, accurate and complete and Participants will 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, 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) Participants release and undertake 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 confirm 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 the above-mentioned compliance provisions. If the Challenge is won by a Participant who does not meet the cited requirements, the Participant will lose the right to the Award.

5. Application

Proposals will be submitted exclusively online through the Platform.
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 on 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 unsolicited publicity;
- 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 on time for any reason, including extenuating circumstances, will result in the rejection of the Proposal.

6. Evaluation process and deadlines

A. Submission

Participants will submit their Proposals on the Platform from 19th of November 2026 to the 8th of January 2027 (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:

- Compliance with the Challenge's request and the quality of the solution, including must-haves and nice-to-haves, as specified on the Open Innovability® Challenge's page;
- The overall scientific and technical feasibility of the proposed solution;
- Novelty and not obviousness;
- Minimum required user capabilities and experience

- Economic potential of concept (e.g., Total Cost of Ownership);
- Realism of the proposed solution;
- The maturity level of the proposal (TRL) ≥ 7

If the reward includes the opportunity to collaborate with Enel, once one or more suitable solutions have been identified, Enel will reserve the right 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.

If given the Award, the Winner undertakes to negotiate in good faith a collaboration agreement with Enel or its Affiliates, under conditions fair, reasonable and non-discriminatory for the activities listed above.

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 meets 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 Green Power S.p.A. will recognize to the Winning Solution a prize of up to 10.000 USD net of all taxes and charges (the "**Prize**"), if any and where applicable; in addition, the Participant who submitted the Winning Solution will be rewarded with the possibility to negotiate, as per Enel Green Power S.p.A., a collaboration agreement with the Challenge Owner and/or its Affiliates (together with the Prize, the "**Award**").

Admitted Participants shall provide all necessary documentation and information for the disbursement of the Prize, including any invoice, tax and financial compliance certificates as may be required under applicable laws and regulations.

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, including relevant tax documentation, 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 up to 10.000 USD shall be paid to the Participant who submitted the Winning Solution. Payment is conditioned upon the Participant’s compliance with the provision of this Regulation. The winning Participant understands and acknowledges that the Prize represents a complete payment, net of any transfer fees and local taxes that 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 Enel Green Power S.p.A. 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 without the prior written consent of the relevant Participant. Therefore, Participants 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 represents and warrants to be 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 share 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.

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;

9. Changes to this Regulation

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 specific details 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 already 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 loss, damage and/or late entries.

13. Governing law and jurisdiction

The Challenge is ruled by Italian law. Any disputes shall be exclusively settled 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. Participant 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. Participant 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. Participant or people having powers of representation, decision making or control over him/her have been found guilty of serious professional misconduct proven by any competent court or public authority;

iv. Participant 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 Challenge Owner or those of the country where the Challenge is to be performed;

v. Participant 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. Participant or people having powers of representation, decision making or control over it are not subject to a conflict of interest;

vii. Participant has made false declarations in supplying the information required, as a condition of participation in the challenge, or does not supply this information;

viii. Participant is in one of the situations of exclusion, referred to in this Declaration of Honor.