

Enel Theoretical Challenge - Specific Agreement

Please Read This Carefully! You are agreeing to a Challenge-Specific Solver Agreement ("**CSA**") for this Challenge only. Enel X Way srl, acting as the seeker for this Challenge ("Seeker"), is looking for solutions to improve and speed up O&M of charging infrastructure. The Seeker has required that you accept these special terms, so please take the time to understand them.

If you click "I agree" and proceed to the openinnovability.enel.com platform for this Challenge, this CSA will be a valid and binding agreement for all purposes relating to this Challenge and in addition to your agreement to abide by the [Terms of Use](#) when you registered as a Solver. Please print and keep a copy of this CSA. No provisions you may have agreed to that are specific to any other individual Challenge will apply.

1. Introduction

Enel X Way (hereinafter "**EXWAY**") is looking for innovative solutions to optimize charging infrastructure maintenance, speeding up the operation and helping operators to find the best solutions to solve technical problems as quickly as possible.

In order to scout such innovative solutions, Enel X Way, launched on Enel Group Open Innovability® platform [www.openinnovability.enel.com] an open Challenge (hereinafter the "Challenge").

2. Description of the Challenge

The Challenge is relevant to the following issue: Solutions to improve and speed up O&M of charging infrastructure

3. Proposed Solution and Eligibility of applicants.

The Challenge is reserved to university, research centers, researchers, PHDs located in any country.

Eligibility will not be granted to people involved in the organization and management of the Challenge or admitted to the Open Innovability® Portal back office, nor to their spouses or partners and their relatives up to the fourth degree determined according to Italian law.

By entering this Challenge, you will be deemed to be a solver ("Solver"). As a Solver you may submit in the Open Innovability® Portal your proposed solution (your "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 Enel SpA or the Seekers, if requested.

The Seeker reminds all applicants 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 pursuant to Italian Legislative Decree 231/2001 of the Enel Group, which currently may be found at <http://www.enel.com>.

The Applicant hereby acknowledges the Code of Ethics of the Enel Group as binding and confirms to adhere to it. The Applicant also acknowledges 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.

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 an Applicant not meeting the cited requirements, the Applicant will lose the right to the Award.

4. Submission, Evaluation Criteria and Evaluation Process of Proposed Solution.

A. Submission

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

B. Evaluation Criteria

After the Challenge deadline (23,59 September 25th 2022), the Seeker will complete the review process and make a decision with regards to the Winning Solution(s). All Solvers that submit a proposal will be notified on the status of their submissions.

The Seeker will evaluate the proposal using the following criteria:

- Overall scientific and technical feasibility of the proposed solution;
- Economic potential of concept (e.g. Total Cost of Ownership);
- Business potential for the Seeker;
- Novelty and non- 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.

C. Evaluation Process

The Seeker and/or Enel SpA will notify you within a commercially reasonable period of time (within 6 months) after the end of the time period set forth in the Challenge Statement whether the Seeker accepts your Proposed Solution. The Seeker has absolute and sole discretion to determine whether to accept your Proposed Solution, or any Proposed

Solution, and whether to make an Award, multiple Awards or any Award. The Solver acknowledges and agrees that Enel SpA (Open Innovability®) and the Seeker are not responsible for and has no liability for selection of a winning Solver, if any. Solver further agrees to hold Enel SpA and the Seeker legally harmless in regard to selection of a winning solver, if any. Solver agrees to hold Enel S.p.A. (OpenInnovability®), and the Seeker legally harmless for any advice it may provide as to the quality or suitability of submitted solutions and agrees to waive any claim against Enel SpA (OpenInnovability®) and the Seeker 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.

D. Award and Payments. If the Seeker accepts your Proposed Solution as the winning solution ("**Winning Solution**"), the payment amount (the "**Award**") specified in the Challenge posted on Open Innovability® Portal by the Seeker shall be paid to you by Enel X Way srl within sixty (60) days after occurrence of each of the following: 1) you are notified by Enel spa and/or the Seeker of your Proposed Solution's Acceptance, and 2) the completion of certain verification procedures by Enel spa, and review and acceptance of such results by the Seeker. Payment of any Award is conditioned upon your cooperation with Enel spa and/or the Seeker verification procedures. The Award will be paid to you locally, in Euro, 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 Enel spa. Enel spa is not responsible for payment of any Award, or any part of any Award, to any party other than to the Solver through whom the Proposed Solution was submitted to the Service. Any cost and tax relevant to the participation to the Challenge or the receipt of reward 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.

5. Intellectual Property and Confidentiality.

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) will not be returned and shall be used only for the evaluation of the Proposed Solutions within the Challenge. The Seeker, Enel S.p.A., 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). If the Proposed Solution is evaluated as the Winning Solution, the Solver undertakes to irrevocably assign to the Seeker – upon payment of the Award – the ownership and any and all intellectual property rights related to the Proposed Solution. The Winning Solver is obliged to sign a separate written agreement ("**IPRs Agreement**") with the Seeker for the permanent

transfer of ownership and any and all intellectual property rights, included the economic exploitation rights related to the Winning Solution.

The signature of the IPRs Agreement by the Seeker will be conditioned to the positive assessment of the Solver to the internal control procedures on Enel Group counterparts. The Seeker will pay the Award to the Winning Applicants only after the signature of the IPR Agreement by both Parties.

BY SUBMITTING A PROPOSED SOLUTION YOU UNDERTAKE TO MARK ANY CONFIDENTIAL INFORMATION, IF ANY, AS “STRICTLY CONFIDENTIAL”. Enel SpA (Open Innovability®) and the Seeker 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 SpA, (Open Innovability®), 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 Enel Group company during the selection process, solely for the evaluation of the Proposed Solutions within the Challenge.

By submitting your Proposed Solution, you represent and warrant that:

- your entire Proposed Solution is an original work by you and you have not included third-party content (such as writing, text, graphics, artwork, logos, photographs, dialogue from plays, likeness of any third party, musical recordings, clips of videos, television programs or motion pictures) in or in connection with your Proposed Solution, unless (a) otherwise requested by the Seeker and/or disclosed by you in your Proposed Solution, and (b) you have either obtained the rights to use such third-party content, or the content of the Proposed Solution is considered in the public domain without any limitations on use;
- no person or entity other than you has any right, title or interest in any part of your Proposed Solution;
- unless otherwise disclosed in the Proposed Solution, the use thereof by Enel SpA (Open Innovability®) and/or the Seeker, or the exercise by Enel SpA (Open Innovability®), and/or the Seeker of any of the rights granted by you under this CSA, does not and will not infringe or violate any rights of any third party or entity, including, without limitation patent, copyright, trademark, trade secret, defamation, privacy, publicity, false light, misappropriation, intentional or negligent infliction of emotional distress, confidentiality, or any contractual or other rights;
- all persons who were engaged by you to work on the Proposed Solution or who appear in the Proposed Solution in any manner have:
 - i. given you their express written consent to submit the Proposed Solution for unlimited, royalty-free use, exhibition and other exploitation in any manner and in any and all media, whether now existing or hereafter discovered, throughout the world, in perpetuity;
 - ii. provided written permission to include their name, image or pictures in or with your Proposed Solution (or if a minor who is not your child, you must have the permission of their parent or legal guardian) and you may be asked by Seeker to provide permission in writing;
 - iii. no claims for payment of any kind, including, without limitation, for royalties or residuals, has no approval or consultation rights or any rights of participation arising out of any use, exhibition or other exploitation of the Proposed Solution; and

- iv. not been and are not currently under any union or guild agreement that results in any ongoing obligations resulting from the use, exhibition or other exploitation of the Proposed Solution.

You understand, recognize and accept that Enel SpA (Open Innovability®) and/or the Seeker has access to, may create or has created materials and ideas which may be similar or identical to your Proposed Solution in concept, theme, idea, format or other respects. You acknowledge and agree that Enel SpA (Open Innovability®) 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 from Enel SpA (Open Innovability®), and/or the Seeker's use of such materials. In the event that your Proposed Solution is identical or similar to the Proposed Solution of another Solver, Enel SpA (Open Innovability®), and/or the Seeker reserve the right, at their sole discretion, to either score one Proposed Solution higher than the other subject to the Challenge Statement guidelines.

You undertake to treat as confidential any information that Enel Spa, 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.

- 6. General Conditions.** Enel spa 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 a Challenge on the basis of its investigation. Participation is conditioned on providing the data required on the online registration form. Personal data will be processed in accordance with. Enel (OpenInnovability®)'s Privacy Policy which can be located at <https://openInnovability@enel.com/privacy/>. Please note that by registering to this Challenge your Personal Data are transferred to Enel spa, a private company located in Italy – Viale Regina Margherita 125 – Rome.

When the Solver 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 Solver . 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.

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

7. Representations and Warranties.

By applying to the Challenge, you represent and warrant that:

- 1) You are eligible to participate in the Challenge; With regard to the eligibility criterion requesting the absence of any lien of kinship or marriage with the people involved in the organization and evaluation process of the Challenge, it is Your responsibility to verify with the members of Your

kinship or spouse (whether any of them is connected in anyway with the Challenge and request (by e-mail to openinnovability-support@enel.com), if necessary, any additional information to EXWAY to fulfill such obligation;

2) All the information contained in Your Proposal is true, accurate and complete;

3) You have viewed and accept the Privacy Policy of the Enel Open Innovability® platform;

4) Unless otherwise disclosed in the Proposed Solution, you are the owner or have sufficient rights over the Proposed Solution, and the information contained in the Proposed Solution does not infringe or violate any patent, copyright, trade secret, trademark or other third-party intellectual property right and/or neither contains content that is defamatory or in violation of any law, irrelevant to the Challenge, or otherwise inappropriate, as determined by EXWAY, in its sole discretion;

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

If EXWAY has reason to believe that the Applicant may violate any of those policies, EXWAY reserves the right to prohibit the participation in the Challenge or withheld the reward at any time.

7) You haven't breached any laws in your country of residence regarding the legality of entering the Challenge;

8) You are not in a position of conflict of interest with the Challenge;

9) You release and undertake to hold harmless EXWAY 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.

EXWAY informs that Enel Group in managing the business activities and the relationships refers to the principles contained in its Code of Ethics, in the Zero Tolerance Plan against the corruption and in the Compliance Program pursuant to Italian Legislative Decree 231/2001 (available at www.enel.com).

EXWAY reserves the right to reject any Proposal that does not comply with these Regulation.

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

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

10. Declaration of honour. By submitting the Proposal, the Solver, who is not an employee of the Enel Group companies, confirms that the Solver has read and understood the “Declaration of Honour” on exclusion criteria and absence of conflict of interests attached in Annex 1 to the present CSA.

ANNEX 1

Declaration of Honour

I undertake to inform Enel S.p.a, 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 honour on exclusion criteria and absence of conflict of interest.

It is declared that the Solver is 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) is not subject to a conflict of interest;
- g) 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) is not in one of the situations of exclusion, referred to in this CSA.