

Enel Theoretical Challenge-Specific Agreement

1. PREMISES

Please Read This Carefully! You are agreeing to a Challenge-Specific Solver Agreement (“CSA”) for this particular Theoretical Challenge only.

This Challenge is relevant to the following issue: ***Safety systems to detect warning signs in drivers, operators, and field workers***. More details are contained in the Challenge Statement, available at <https://openinnovability.enel.com/it/challenge/call/2023/2/safety-systems-to-detect-warning-signs>, which is an integral part of this CSA.

Enel S.p.a., **ENI S.p.A.** and **Leonardo S.p.a.**, acting as the Seekers for this Challenge (hereinafter the “**Seekers**”), have required that you accept these special terms, so please take the time to understand them.

Please note that:

- this Theoretical Challenge is managed by Enel S.p.A. in collaboration with Wazoku, Inc., the challenge program partner of Enel S.p.A, Open Innovability® (“**Wazoku**”)

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 your agreement to abide by the [Terms of Use](#) that you accept when you submit a solution, as a draft or a definitive deliverable (“Proposed Solution”). 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.

2. ELIGIBILITY

The Challenge is reserved exclusively to European and United Kingdom citizens and or legal entities, having registered office in a EU or in UK.

By entering this Challenge, you will be deemed to be a “**Solver**”.

The 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.

Each Solver must have reached the age of majority according to the relevant national legislation and have legal capacity in the jurisdiction where he/she resides.

The employees of the Seekers 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 the Seekers companies' employees who have worked or currently work in the technical sector of Safety technologies innovation.

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.

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) by participating to the Challenge no third party rights are breached and therefore he/she 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 to grant all of the rights that the Solver have granted to the Seekers hereunder, including the right for Seekers to use and develop derivative works of and from the Proposed Solution. The Seekers 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 Seekers 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 Seekers

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 a natural person (participating in an individual capacity) and 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 Seekers or Wazoku have reason to believe that the Solver may violate any of those policies, the Seekers or Wazoku reserve 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 Seekers and/or Wazoku, in its sole discretion;
- 11) The Solver releases and undertakes to hold harmless the Seekers, and their 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;
- 12) All persons who were engaged by the Solver to work on the Proposed Solution or who appear in the Proposed Solution in any manner have:
 - i. given the Solver 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 the Proposed Solution (or if a minor who is not Solver's child, the Solver must have the permission of their parent or legal guardian) and the Solver may be asked by the Seekers 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.

Wazoku and/or the Seekers 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 if its investigation has found a case of non-eligibility or non-compliance.

Enel informs that in the pursuit of its business activities and in their 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/sustainability/daily-commitment/sound-governance-ethical-conduct/principles-underpinning-our-work>. Furthermore, Enel adheres to the ten (10) UN Global Compact principles. The above Global Compact principles concern the protection of human rights, workers safety, environmental protection and the fight against corruption in all its forms.

ENI informs that in the pursuit of its business activities and in its relationship management refers to the principles contained in the Code of Ethics, in the "Anti-Corruption Management System Guideline", in the general standards of transparency of the sensitive activities related to the Model 231 pursuant to Legislative Decree 231/2001 and in the Eni's Statement on Respect for Human Rights available on the website www.eni.com.

Leonardo informs that in the pursuit of its business activities and in its relationship management refers to the principles contained in Leonardo's Organizational Management and Control Model adopted pursuant to Legislative Decree 8th June 2001 n. 231 ("Model 231"), in the Code of Ethics and in the Anticorruption Code of the Leonardo Group (hereinafter collectively referred to as the "Codes") available on Leonardo's website,

By submitting the Proposed Solution the Solver undertakes to act in full compliance with the principles of the abovementioned policies.

The Seekers reserve the right to exclude any Solver or reject any Proposed Solution that does not comply with the aforementioned policies and obligations.

3. SUBMISSION OF PROPOSED SOLUTION. DISQUALIFICATION

As a Solver you may submit to the Enel Open Innovability® Portal 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 or the Seekers, if requested.

The Seekers reserve the immediate right to disqualify the Solver if, at its sole discretion, you: (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.

At any time during the course of the Challenge the Solver may choose to withdraw the Proposed Solution, if no longer interested in participating.

4. SELECTION OF PROPOSED SOLUTION

The Seekers will judge all Proposed Solutions against the guidelines set out in the Challenge Statement and determine, in its sole discretion, which Proposed Solution best addresses the Challenge Statement guidelines ("Winning Solution").

Each Seeker has absolute and sole discretion to determine whether your Proposed Solution, or any Proposed Solution, responds to the Solution Requirements set out in the Challenge Statement and whether to make an Award, multiple Awards or any Award at all, in accordance with the evaluation criteria set out in the Challenge Statement, or whether to propose to the Solver a partial Award, if the Proposed Solution does not match all the Solution Requirements defined in the Challenge Statement.

In any case, the amount of the Award to each Winning Solution shall not exceed the overall maximum amount of 20,000 U.S. Dollars.

The Solver acknowledges and agrees:

- that Enel S.p.A. (Open Innovability®), the Seekers and Wazoku are not responsible and has no liability for selection of a winning Solver, if any;
- to hold Enel S.p.A. (Open Innovability®), the Seekers and Wazoku legally harmless in regard to selection of a winning Solver, if any;
- to hold Enel S.p.A. (Open Innovability®), the Seekers 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. (Open Innovability®), the Seekers 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 Seekers.

Wazoku will notify you, within forty- five (45) days after the end of the Time Period set forth in the Challenge Statement, whether your Proposed Solution has been selected by the Seeker for an Award.

The Winning Solver will be free to forfeit the Award to him/her and withdraw from the Challenge, in accordance with Section 3 above.

5. PAYMENT OF AWARDS

If the Seekers 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) you are notified by Wazoku of your Proposed Solution's acceptance, 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 Seekers, and 3) Wazoku has received the amount of Winner Award from the Seekers; and 4) The IPRs Agreement referred to in Section 6 has been signed between the Winning Solver and each of the interested Seeker(s).

Subject to the conditions specified above, payment of any Award is conditioned upon your cooperation with Wazoku's verification procedures referred to in point 2 above.

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 through whom the Proposed Solution was submitted to the Service. 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 SpA (Open Innovability®), the Seekers 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 the Seekers 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 company of the respective groups 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 Seekers, 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 Seekers, 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 the Seekers and any Affiliate of each Seeker will exchange with you within this Challenge.

Each confidentiality obligations set in this CSA shall survive for five (5) years after the termination of this Challenge.

ALL INTELLECTUAL PROPERTY RIGHTS, IF ANY, IN THE IDEA OR CONCEPT DEMONSTRATED BY THE PROPOSED SOLUTION WILL REMAIN WITH THE SOLVER. BY SUBMITTING A PROPOSED SOLUTION TO THIS CHALLENGE, EACH WINNING SOLVER AGREES TO GRANT TO THE SEEKERS A PERPETUAL, ROYALTY FREE, WORLD WIDE, NON-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 IDEA OR CONCEPT DEMONSTRATED BY THE WINNING SOLUTION.

THE WINNING SOLVER IS OBLIGED TO SIGN A SEPARATE WRITTEN AGREEMENT (“IPRS AGREEMENT”) WITH EACH INTERESTED SEEKERS FOR THE PERMANENT LICENSE IN RESPECT OF THE WINNING SOLUTION AND OF THE RELATED INTELLECTUAL PROPERTY RIGHTS (INCLUDED THE ECONOMIC EXPLOITATION RIGHTS).

THE IPRS AGREEMENT MUST BE DIGITALLY SIGNED BY THE PARTIES.

IN ANY CASE THE SIGNATURE OF THE IPRS AGREEMENT BY THE INTERESTED SEEKERS WILL BE CONDITIONED TO THE POSITIVE ASSESSMENT OF THE WINNING SOLVER TO THE INTERNAL CONTROL PROCEDURES ON COUNTERPARTS ADOPTED BY THE SEEKERS.

THE SEEKERS, AT THEIR OWN DISCRETION AND WHERE IT IS POSSIBLE, WILL USE THE NAMES OF THE AUTHORS OF THE WINNING SOLUTION FOR COMMUNICATION PURPOSES AND IN CASE OF PRODUCTION OF PRODUCTS DERIVING FROM THE WINNING SOLUTION DEVELOPED IN THE FRAMEWORK OF THE CHALLENGE.

As of now, in case you will be a Winning Solver, you understand, recognize and accept that:

- Enel S.p.A., the Seekers and, Wazoku have access to, may create or have created materials and ideas which may be similar or identical to your Winning Solution in concept, theme, idea, format or other respects:
- Enel S.p.A., the Seekers and Wazoku 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 Winning Solution of another Solver, Enel SpA, Wazoku and/or the Seekers reserve the right, at the sole discretion of the Seekers, to either score one Winning Solution higher than the other subject to the Challenge Statement;
- the aforementioned rights admitted under the license granted to the Seekers, shall be exercised by the Seekers directly or through its Affiliates and external providers/suppliers/partners.

By entering this CSA, you agree that all Proposed Solutions and associated materials (if any) will not be returned;

7. GENERAL CONDITIONS

Data Protection.

Your Personal Data, such as name, surname, and any other contact data as well as any data required for the online registration, will be processed in order to allow you to participate to the Challenge and execute all the activities and obligations provided by the Agreement. .

Personal Data will be collected by Enel S.p.A as owner of Open Innovability® platform, and shared with the other Seekers which will process Personal Data as autonomous Data Controllers. In particular:

- for Enel S.p.A., in accordance with Enel (Open Innovability®)'s Privacy Policy which is available at <https://openinnovability.enel.com/privacy-policy>;
- for Eni S.p.A., in accordance with the privacy notice attached to this CSA;
- for Leonardo, please refer to the data protection Notice for Business Contacts available at <https://www.leonardo.com/it/privacy-policy>

Changes to Terms and Conditions.

By submitting the Proposal, the Solver acknowledges that Enel S.p.A. may vary the terms and conditions of this CSA at any time at their sole discretion but without prejudice to the rights of the Solvers. This includes changes to dates for deadlines and events, locations or specifications of the Challenge, and/or Awards.

Any changes to this CSA will be posted on the Platform timely, therefore the Solver should regularly visit the Platform to check if any update of the CSA has been posted.

No changes can be retroactive, giving the same rights to the Solvers.

Cancellation, changes or suspension of the Challenge.

If a Solver 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, the Seekers reserve the right to 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, the Seekers reserve the right to select winners from among all eligible Proposed Solutions submitted before the Seekers had to cancel, change or suspend the Challenge. If any Solver attempts to compromise the integrity or the legitimate operation of this Challenge, or if the Seekers have reason to believe that a Solver 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 Seekers may seek damages to the fullest extent permitted by law. Further, any unfair Solver. may be disqualified and banned from any future challenge.

The Challenge may be canceled also if: (i) no solutions are received; (ii) the Evaluation Committee referred to in the Challenge Statement doesn't identify any Winning Solver or (iii)

no Winning Solver results due to subsequent exclusion for whatever reason provided for in this CSA.

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 (i) to be in compliance with all the conditions of eligibility under Section 2 of this regulation and , (ii) 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 Seekers 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.

Governing Law. This CSA shall be governed by and interpreted in accordance with the substantive laws of Italy, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction.

Dispute resolution. 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.

PRIVACY NOTICE ENI



Privacy Notice Eni -
Challenge Safety sys