

EDP Open Innovation REGULATIONS

Article 1 – Definition and general rules

1. **EDP Open Innovation (“Program”)** is an initiative promoted by EDP – Energias de Portugal, S.A. (“EDP”), EDP Inovação, S.A. (“EDP Inovação”) and Impresa Publishing, S.A. (“Expresso newspaper”) (hereinafter together referred to as ‘**Promoters**’), in partnership with Wildtriumphs Lda. (hereinafter referred to as ‘**Beta-i**’).
2. The **Program** has the main goal of promoting global entrepreneurship and foster innovative solutions on the energy sector and will take place between June and October of 2018.
3. Beta-i, acts as the managing partner in coordinating the application and evaluation process.
4. EDP actively supports entrepreneurship through its subsidiary, EDP Inovação.
5. EDP Inovação has developed an internal initiative called EDP Starter (www.edpstarter.com). EDP Starter develops several initiatives including innovation competitions, technical support to startups, support to prototyping through Fablab EDP, startups incubation, support to demonstration projects, direct connection to venture capital investment, etc.
6. Open innovation, having the participation of entrepreneurs, large companies, sponsors, universities, technological centers and the scientific community in general, among others, offers significant advantages in terms of efficiency in finding solutions and using the means allocated to innovation, has been for a long time a key part of the innovation strategy pursued by EDP with major success.
7. Attracting talent and entrepreneurial capacity to the energy sector is fundamental to continue the technologic development efforts and improve the business models needed to achieve those goals.
8. Within the **Program**, 10 (ten) teams will be selected, which should submit a business project.
9. The **Program** includes an intensive workshop over 9 (nine) days which focuses on the practical application of idea-creating tools, and innovation and entrepreneurship methodologies, in a highly motivating and inclusive environment, this phase of the **Program** will be referred to as ‘**Acceleration**’.

10. The **Program** ends with a 'Demo Day', a presentation of the business projects by the teams to EDP and to a set of potential investors.

Article 2 – Business projects

1. Submitting a business project is part of the criteria to apply and participate in the **Program**.
2. The business projects to be presented should comply with one of the following subjects:
 - Clean Energy (centralized and decentralized energy generation, distributed energy);
 - Smart Grids (grid operations, load management solutions, energy management);
 - Energy storage (energy storage technologies and solutions, storage management and control);
 - Digital Innovation (Data Analytics, AI, Automation, IoT, Industry 4.0, cybersecurity);
 - Client-Focused Solutions (Smart Pricing and Bundling, Energy Efficiency, Increase Electrification, New Business Models, E-Mobility).
3. The business projects should fulfil a market need in an innovative way and should also show scaling potential, being able to expand and replicate in large and increasingly growing markets.

Article 3 – Phasing

The **Program** comprises 4 (four) phases:

- a) Applications:
 - i) Beginning the 28th of June 2018;
 - ii) Ending the 10th of September 2018;
- b) Team selection: September 2018.
- c) Acceleration: from the 17th to 29th of October 2018.
- d) Demo Day: 30th of October 2018.

Article 4 – Participation

1. Participation is open to startups or individuals, as long as integrated in a team of at least 2 (two) elements.
2. The elements of the teams must be aged 18 (eighteen) or more.
3. The teams have to prove their experience, training and technical and management skills to develop the business.
4. The level of commitment and dedication to the project will also be assessed.
5. The applicants must own the copyright and similar intellectual property rights for the business projects they present to the **Program**.

Article 5 – Presence of the Participants

1. The selected teams will have to confirm their participation in the **Program** up to 2 (two) days after being informed of the selection by the organization.
2. The participation in the **Program** requires the presence of the team in Lisbon (Portugal) during the Acceleration and Investment Pitch phases.
3. The **Program's** organization will support the travel and stay costs in Lisbon (Portugal) of the selected teams not residing in Lisbon (Portugal), according to terms to be agreed in advance.
4. The **Program's** organization will pay for the costs of travelling to and staying in Lisbon of 2 (two) of the elements of each team not residing in Lisbon (Portugal).

Article 6 – Applications

1. Applications must be presented on the form available for the purpose, which can be found on EDP Starter website <http://www.edpstarter.com/openinnovation>). The period of application is from 11:00 GMT on the 28th of June 2018 to 24:00 GMT on the 10th of September 2018.
2. The promoters reserve the right, entirely at its own discretion and by means of a notice published on the **Program** website, to extend the deadline for presenting applications.
3. The application requires the submission of a business project in the areas mentioned in Article 2, which will be previously assessed to be accepted in the **Program**.
4. Presentation of the application implies full and unreserved acceptance of these regulations, and express consent to check the authenticity of the information provided.

5. Additional information can be requested by the organization to better evaluate the team and the project in order to take a decision about the application.

Article 7 – Selection of the participants

1. The **Promoters** will pre-select up to 30 (thirty) teams based on the proposed business project, taking into account all the information made available during the application period through the application form and through additional elements requested by the organization to the teams.
2. The **Promoters** will take into account the team's capacity to complete the project and the team's profile in terms of complementary skills and entrepreneurial attitude.
3. The 30 (thirty) pre-selected teams will be interviewed by several elements of the jury via video conference call.
4. During the interviews each team will have the opportunity to explain the project in a pitch of 10 (ten) minutes.
5. Following the interviews, the **Promoters** will select up to 10 (ten) teams to participate in the Acceleration in Lisbon, which will take place in October 2018.
6. The following criteria will be considered for the selection referred to in the previous paragraph: innovation; quality; the set-up and quality of the team; the contribution to increased competitiveness and innovation; the potential for growth and scaling.
7. The teams selected to participate in the Acceleration phase of the **Program** will be informed via e-mail and announced on **EDP Starter** website.

Article 8 – Acceleration phase

1. The Acceleration phase is an intensive workshop over 9 (nine) days. During this phase the participants will be guided to quickly develop solutions capable of dealing with the challenges of innovation.
2. To go through this phase the teams will come to contact with methodologies such as the following: Business Model Innovation, Lean Startup, Design Thinking, Blue Ocean Strategy, Rapid Prototyping and Pitching.

3. The Acceleration phase includes practical workshops, mentoring sessions and individual supervision in addition to networking events and specific training in business models and pitching.
4. The Acceleration phase will take place at the Beta-i premises, located in Lisbon, Portugal.
5. In this phase the teams will define, validate and adapt their business project.

Article 9 – Demo Day

1. The teams will prepare a presentation about their business project, with special emphasis on what they've learned during the workshops and business model validation activities.
2. In the Pitch phase, which occurs in October of 2018, after the Acceleration phase, each team will be given the chance to present their business project to an audience composed of EDP collaborators, investors and other guests.
3. The project presentation does not guarantee project funding, as it is only a pitch opportunity.
4. The announcing of the winning team will be made after all the teams' pitches.

Article 10 – Evaluation and prize attribution

1. After the Acceleration phase, every team will be evaluated by the **Promoters** as for their performance throughout the **Program**.
2. The evaluation and ranking of the teams will be done according to the following criteria:
 - a) Acceleration participation;
 - b) Results obtained;
 - c) Tasks completed.
3. The team ranking first will be awarded a monetary prize of €50.000 (fifty thousand euros), paid by EDP Inovação, subject to the following conditions:
 - a) From the gross amount of prize value, EDP Inovação shall deduct and withhold the amount of tax due according to the applicable taxes foreseen under the Portuguese law or, whenever applicable, under other legal framework in force in case the prize is won by a team/startup non-resident in Portugal and liable to a different tax regime.

- b) This amount should be exclusively used to implement and develop the project submitted by the team/startup that won the **Program**;
 - c) Creation of a business to develop the project proposed by the winning team (in case it's already a startup this does not apply);
 - d) Opening of a bank account in the name of the new company to which the amount of the prize will be transferred, in tranches (if the winner is already a startup the respective corporate bank account will be used);
 - e) Before any deposit an agreement to make funds available will be signed. This will stipulate partial payments according to the achievement of the goals established in an implementation timeline.
 - f) Making the funds available is subject to EDP Ventures, S.G.P.S., S.A. ("EDP Ventures"), a subsidiary of EDP Inovação, having a share in 10% of the company's equity, in case the later exercises this option.
 - g) The opting-out of the share by EDP Ventures does not invalidate the monetary prize transfer.
 - h) In case the company launches an investment round, EDP Ventures will have preferential right over the new shareholders and may increase its shareholder position up to 25%.
 - i) If within 30 (thirty) days after the disclosure of the winner project the company is not created and/or the bank account to the deposit is not yet open, the prize of the **Program**, may be given to the team ranking in second or third place.
4. The teams ranking in first, second and third places will be given two tickets per team/per person to the Web Summit, which will be held in Lisbon from the 6th to the 8th of November 2018.
5. The teams recognized as having high potential will be invited to take part in the EDP Starter Program in one of the following countries: Portugal, Spain or Brazil.

Article 11 – Disclosure

By submitting their application forms, the winners and finalists agree to the inclusion of their business project, product or service in any media coverage by the **Promoters** and **Beta-i**, such as press releases or publications. Also, all winners and finalists agree that their personal data, such as their names and affiliations, pictures, videos and sounds may be used for such purposes by the **Program** and its partners.

Article 12 – Confidentiality

The participants agree to keep strictly confidential and maintain in strict secrecy the content of all information to which they have access within the framework of this **Program**, and also not to disclose, in whole or in part, all or any information provided by or received or obtained from the **Promoters** and **Beta-i** or relating to the **Program**, not transmitting such information to third parties, and neither licensing, commercially exploiting or making use of that confidential information, under any circumstances, unless duly authorized to do so by the **Promoters**, in writing, and always with the strictest respect for the duty of secrecy and confidentiality.

Article 13 – Copyright

1. It is up to each team to define who holds the rights over the presented and developed projects and it's each participant's responsibility to secure the intellectual property rights on their ideas, if they so wish.
2. The **Promoters** and **Beta-i** do not ensure the protection of the originality of the ideas, projects or concepts and will not be held responsible in case any of the ideas, projects or concepts presented within the **Program** are copied, imitated, plagiarized or in any way used by a third party.
3. The previous paragraph does not apply to all confidential information in accordance with the next paragraph.
4. After receiving the applications and for a period of 9 (nine) months, the **Promoters** and **Beta-i** undertakes not to divulge any information classified as confidential by the participants, unless otherwise expressly authorized by the participants.

Article 14 – Responsibility

The **Promoters** and **Beta-i** cannot be held responsible for the cancelation, postponing or any change in the contest on any of its phases due to unforeseen causes or in cases of force majeure.

Article 15 – Acceptance of the Regulation

Participating in the **Program** implies full acceptance of the rules in this regulation by the participants and the renouncement of complaints or appeals, legal or otherwise,

regarding the course of events of the **Program** or any decision made by the **Promoters**.

Article 16 – General provisions

1. The **Promoters** reserve the right to modify, suspend or cancel this initiative in circumstances of force majeure, this not implying a compensatory allowance to the applicants.
2. The **Promoters** reserve the right not to award the prizes if it considers there is no team duly qualified.
3. The participations that are considered fraudulent will be notified to the competent authorities, and may be prosecuted. Any unauthorized attempt of intrusiveness in the computing or communication systems supporting this initiative will be considered illicit and shall be notified to the competent authorities.
4. The **Promoters** reserves the right to inhibit the participation of applicants that it considers to be competing fraudulently.
5. The **Promoters** cannot be held responsible for any human or technical error that may occur during this initiative, and that is not committed intent or recklessness and disclaims any liability resulting therefrom.

Article 17 – Applicable *Lex Forum*

1. Any issue within the initiative of the **Program**, its contents or any other matter related with it shall be governed by the Portuguese law.
2. Applicants accept that any litigation within the **Program** will be submitted exclusively to the Civil Courts of Lisbon.

Article 18 – Data Protection

1. The sole purpose of the collection of data is to verify the eligibility of the submitted applications. Only for the purposes of the execution of the competition, participants will provide name, email address and location ('personal data'). Personal data such as image, video, and voice shall be processed only for the purpose of disclosure and promotion of the projects submitted by the applicants. The processing of personal data foreseen herein require the consent given by the holders of the personal data, at the time of the submission of the application.

2. The **Promoters in their quality of controllers** will process the submitted material according to the European General Data Protection Regulation ('GDPR').
3. The identity of the **Promoters** is the following:
 - EDP - Energias de Portugal, S.A., a listed company with the share capital of € 3 656 537 715, with the sole number before the tax authorities and the Commercial Registry Office of Lisbon 500 697 256, with head office located at Avenida 24 de Julho, 12, in Lisbon;
 - EDP Inovação, S.A., with the share capital of € 50.000, with the sole number before the tax authorities and the Commercial Registry Office of Lisbon 507988760, with head office located at Avenida 24 de Julho, 12, in Lisbon;
 - Impresa Publishing, S.A., with the share capital of € 100 000, with the sole number before the tax authorities and the Commercial Registry Office of Lisbon 501984046, with head office located at Rua Calvet de Magalhães, 242, 2770-022, in Paço de Arcos.
4. Personal data may be conveyed to a competent service provider contracted by promoters/controllers, jointly or individually considered, who will process data exclusively for the purposes set by the promoters/controllers and on request of their instructions.
5. Personal data shall be deleted 6 months after the announcement of the contest winners, unless the controllers are obliged to retain the referred data for a longer period pursuant to the law.
6. The promoters/controllers will process the personal data of the applicants exclusively within the European Economic Area (EEA), therefore international transfer of data is not foreseen.
7. The participants whose personal data are collected have the following rights: *(i)* the right to access, *(ii)* the right to object or rectify their respective data, *(iii)* the right to obtain the erasure of personal data, *(iv)* the right to obtain from the controller restriction of processing their respective data, *(v)* the right to data portability. This right can be exercised in writing, using the following contacts of EDP: Av. 24 de Julho, 12, 1249-300 Lisbon.
8. The applicants have also the right to present a complaint before the Portuguese Data Protection Commission (CNPD), in case their rights have been breached.
9. For any matter related to personal data, the applicant shall contact the data processor officer (DPO) of EDP, with the following contacts: dpo.pt@edp.com.
10. Participants have the possibility to indicate that **Promoters** and **Beta-i** may grant access to parts of the submission to trusted investors and partners.

11. The evaluation of the submitted applications will be done within F6S (www.f6s.com), an online submission management tool by F6S Network Limited.
12. YOUR CONSENT TO THE USE OF SUBMITTABLE AS SUBMISSION AND EVALUATION TOOL: By submitting your application within this **Program** you expressly declare that have read, understood and consent to the Terms and Conditions as well as the Privacy Policy of F6S, available under www.f6s.com/terms and www.f6s.com/privacy-policy.
13. YOUR CONSENT TO THE USE OF PERSONAL DATA: By submitting your application within this competition you expressly consent that the **Promoters** and **Beta-i** will collect, transfer, process, store and delete your data under above-mentioned conditions.