A2E CSR Fund Program

6th Edition - 2024/2025

Regulation

CHAPTER 1 - PROGRAM

1. Scope of application and Objectives

1.1 EDP — Energias de Portugal, S.A. (EDP) endorsed the United Nations Sustainable Development Goals in September 2015 and committed to act to ensure its successful implementation. In developing its <u>commitment</u>, the EDP Group will directly contribute to transforming how energy is produced, distributed, and consumed.

Through its Social Investment Policy, EDP establishes the objectives and strategies that guide the company's programs and activities of social responsibility. In this context, Fair Energy Transition is defined as a priority for its <u>corporate investment policy</u>.

Energy and, in particular, electricity continue to play a crucial role in linking economic development and reducing inequality. Therefore, EDP pursues the clear goal of putting energy at the service of more sustainable ways of life and, for more than a decade, has been investing heavily in renewable energies, efficiency, and innovation.

This journey was achieved and sustained by strong ethical conduct with human rights at its core. EDP's governance model was reinforced and aligned with the new ESG standards (environmental, social, and governance), and it continues to report its performance transparently and regularly, helping the company to maintain the level of trust of its various stakeholders. In this context, EDP has been assessed for its environmental, social, ethical, human rights, corruption, and diversity practices and impacts, among other issues. EDP is one of the most sustainable companies in the world, having its sustainability performance evaluated by an important group of sustainability indexes, namely S&P Global CSA (DJSI), Sustainalytics, FTSE Russel, CDP, ISS, MSCI, Bloomberg, V.E. and GRESB. Further information is available on the EDP website.

Additionally, the socially responsible investment (SRI) market is rapidly growing. The growth of SRI is strongly associated with the creation and evolution of sustainability indexes due to the importance attributed to the integration of economic, environmental, social, and governance factors in investment decisions and their positive correlation with the cost of capital and financial performance. According to the results of the analysis prepared by Nasdaq, in December 2023, the volume of Socially Responsible Investors represents 30% of EDP's share capital, slightly above 2022. 51% of the institutional investors are located in Europe, being the rest located in the United States (20%), Canada (12%), Asia (10%), and the Rest of the World (8%).

Within the framework of its Social Investment Policy, in 2018, EDP created the <u>AE2 CSR Fund Program</u> (the "Program"), whose main objective is to alleviate energy poverty by supporting sustainable and clean energy projects in underserved areas.

Based on sustainable renewable energy solutions, these projects have been contributing to the social, economic, and environmental development of undeserved communities in developing countries measured by their value to Sustainable Development Goals indicators.

1.2 The present regulation defines the rules of the 6th edition of the Program for the period 2024/2025.



To Energy

2. Interpretation of the Regulation

2.1 The purpose of this regulation is to provide clear information about the program, but it doesn't aim to cover every single possible situation that might arise. Therefore, only EDP has the authority to interpret its contents.

3. Endowment

- 3.1 The Program will have an endowment from EDP of € 1,000,000 for the period 2024/2025.
- 3.2 EDP's contribution for each individual project may range from a minimum of €50,000 to a maximum of €150,000. The Fund will cover:
 - Up to 75% of the total project costs, for non-profit entities.
 - Up to 50% of the total project costs, for for-profit entities.

4. Areas of activity

- 4.1 The areas of activity of the Program, framed within the purposes of EDP, are the following:
 - Education
 - Health
 - Water
 - Business
 - Community

5. Selection of Projects

- 5.1 Projects shall be selected through calls for proposals organized by EDP.
- 5.2 For 2024/2025, the Call for Proposals will begin on April 29^{th,} 2024.

6. Dissemination of calls for proposals

The Program will be publicized by EDP through its corporate websites and other communications channels.

Additionally, EDP will also establish communication partnerships with public and private entities such as Energy Agencies, Renewable Energy Associations, Bilateral Agencies, Academia, International Foundations, and Development Finance Institutions.

EDP may also communicate directly with entities, groups, organizations, or others with whom they have a relationship or whose activity they consider especially relevant to the foundational objectives of this funding program.

7. Deadline for applications and selection

- 7.1 The applications must be submitted by the 29th of May 2024, 23:59 (GMT). Applications received after that date will not be considered.
- 7.2 Selection Phases and timeline:
 - 1. Summary Application: April May
 - 2. Full Application: June July
 - 3. Pre-selection: July September
 - 4. Final Selection & Contracting: October November

If necessary, the timeline may be adjusted and will be duly communicated by EDP.







8. Conflict of Interest

8.1 Companies from the EDP Group cannot be Project Promoters or Project Partners.

CHAPTER 2 - PROJECT PROMOTERS

1. Eligibility Requirements

1.1 Project Promoters must meet the following requirements:

- a) To be legally incorporated;
- b) To be a private entity, non-profit or for-profit, or a non-governmental organization;
- To have at least 2 (two) years of experience; c)
- Ensuring compliance with the tax administration and social security (or a similar welfare institution) contributions before signing the Collaboration Agreement;
- Complying with the EDP's Code of Ethics and with the Integrity Policy of the EDP Group, abstaining from the practice of any activity that conflicts with the principles and rules defined in those documents;
 - To not have benefited from other EDP financial support in the previous 12 months.
- 1.2 Failure to comply with any of these requirements will be grounds for inadmissibility of the application.
- 1.3 Verification of formal requirements of admissibility and eligibility of proposing promoters and projects is carried out by EDP.
- 1.4 In the case of projects submitted by two or more entities, at least the Project Promoter shall meet the above-named eligibility requirements.

CHAPTER 3 - PROJECTS

1. Admissibility

- 1.1 The project's proposal is admissible when:
- Is submitted via the official submission system before the call deadline of May 29th, a) 2024;
- b) Is complete accompanied by the relevant forms, proposal description, and supporting documents specified in the call and this Regulation;
 - c) Has all fields filled out in English.

2. Requirements

2.1To be accepted, projects must focus on access to clean energy, which is subject to one of the specific areas of activity proposed by EDP:

Education: Projects dedicated to providing clean and reliable energy solutions for schools and education facilities, improving the learning environment, including electricity for school lighting, access to computers and internet services, educational programs, and others.





Health: Projects dedicated to providing clean and reliable energy solutions for healthcare facilities, improving healthcare services, including medical centers and laboratories, diagnostic, refrigeration, sterilization equipment, lighting for medical care, and others.

Water: Projects dedicated to providing clean and reliable energy solutions that improve water access, sanitation, and hygiene (WASH), including water extraction for drinking or agriculture activities (boreholes, irrigation, pumping), sanitation facilities, sustainable management of water resources, hygiene practices connected to reduced waterborne diseases and others.

Business: Projects dedicated to providing clean and reliable energy solutions that foster entrepreneurship and improve job creation opportunities, including energy supply for infrastructure, machinery, and equipment in micro-enterprises and small businesses, promote electric mobility, and enhance other forms of production.

Community: Projects dedicated to providing clean and reliable energy solutions that empower communities to address energy poverty and promote self-sufficiency in energy generation, including public lighting, mini-grid installation, energy efficiency programs, lighting in households, and others.

- 2.2 Projects must include one or more of the following target groups/beneficiaries:
 - a) Students (and their families), teachers, and/or school staff;
 - b) Healthcare professionals and/or patients;
 - c) Communities subjected to energy poverty;
 - d) Business owners, entrepreneurs, and/or unemployed people.
- 2.3 For this 6th edition (2024/2025), the projects must be developed in one of the following African countries: Kenya, Malawi, Mozambique, Nigeria, and Rwanda.
- 2.4 If projects could fit into 2 (two) or more of the proposed areas, the Project Promoters should select the area with greater weight or relevance within the intervention based on the beneficiaries and activity types.
- 2.5 Each entity may only submit one (1) project, either individually or as part of a consortium, regardless of its role in the said consortium.
- 2.6 At the time of submission of proposals projects cannot yet be started. Projects must begin to be executed within a period not exceeding 3 (three) months after entering into the Collaboration Agreement. The term of execution of each project may not exceed 12 (twelve) months.
- 2.7 Projects that comply with these requirements but are part of broader programs or interventions that have already begun and/or extend beyond 12 (twelve) months can also be presented. However, for such cases, the objectives of the proposals presented, the specific activities, the implementation calendar, and the budget must be defined to distinguish them from the global actions in which they are framed.
- 2.8 Projects of greater complexity that require specific licenses to be implemented must disclose the process of obtaining such licenses and their status. Projects should be licensed ideally within a period not exceeding 3 (three) months after entering into the Collaboration Agreement, i.e., at the same time as the beginning of its execution.





3. Financial Contribution

- 3.1 Submitted projects may have some financial value. Notwithstanding, EDP's contribution for each individual project may range from a minimum of €50,000 to a maximum of € 150,000. The Fund will cover:
 - a) For non-profit entities: between 15% and 75% of total project costs.
 - b) For for-profit entities: between 15% and 50% of total project costs.
- 3.2 The calculation of total project costs will include self-financing by the selected entities and other financing instruments/sources, in addition to those regulated herein, on the condition that financing for the same budget line is not duplicated.

4. Eligible and Non-eligible Expenses

- 4.1 To the Program, the following costs are considered eligible expenses:
 - 4.1.1. Expenses related to investments:
 - a) Construction materials (for new or rehabilitation of buildings);
 - b) Generation, Distribution, and Electric equipment;
- c) Specific equipment (IT, telecommunications, and others) for the development of the activity, if duly justified;
- d) Other investment expenses linked to the project and that are necessary for its execution.
 - 4.1.2. Expenses related to <u>execution and development</u>:
- a) Human Resources Only payments of hired personnel linked to the project and whose work is necessary for its implementation and execution, either totally or partially, will be admitted, provided that it is indicated, and justified, in this case, the percentage of time properly allocated to the project. Salaries and expenses derived from the entity's support personnel are not included;
 - b) Travel, accommodation, and representation expenses;
- c) External services, subcontracts, and service contracts of essential professionals for the start-up and execution of the project;
 - d) Training expenses and teaching materials;
- e) Promotion of the project (community engagement activities, dissemination, and others);
- f) Other expenses linked to the project and necessary for its execution, if duly justified.
- 4.2 For the Program, the following costs are considered <u>non-eligible expenses</u>, and therefore, if these expenses occur in the scope of the Project, they must be exclusively borne by the Project Promoter:
 - a) Acquisition of services, materials and equipment not related to the project;
- b) Training of personnel without a direct relation to the project and adequate justification of its need for the implementation;
 - c) Promotional material, including advertising or marketing of an institutional nature;





- Expenses and services of the entity's headquarters (rent, water, electricity, telephone, ...)
 - Maintenance and updating of computer equipment and transport vehicles; e)
- Bank charges of any kind, exchange losses, interest on debt, debt service charges, and late payment charges;
 - g) Insurance and similar products;
- Fines, penalties, and costs of litigation, except where litigation is an integral and h) necessary component for achieving the outcomes of the project;
 - i) Recoverable VAT;
 - j) Costs that are covered by other sources;
 - I) Expenses incurred prior to the project start.
- 4.3 EDP can set out other limits to expense eligibility by means of an application submission notice.
- 4.4 All costs must be substantiated by presenting invoices or equivalent documents.
- 4.5 In the calculation of the support, EDP reserves the right not to consider expenses that are (i) not justified, (ii) not essential to the success and performance of the project, or (iii) excessive in view of the expected results.

CHAPTER 4 - APPLICATION AND EVALUATION

1. Application Process

- 1.1 The application process will have four phases:
 - a) Phase 1 "Summary Application"
 - b) Phase 2 "Full Application"
 - c) Phase 3 "Pre-selection"
 - d) Phase 4 "Final Selection and Contracting"
- 1.2 The Project Promoter must complete the application form made available on the Program's <u>website</u> in compliance with the Regulations and Instructions available <u>here</u>.
- 1.3 All forms sections shall be completed, except when stated: "If Applicable." The noncompletion of the mandatory data could lead to the dismissal of the application.
- 1.4 The requested documentation shall be presented in Word, Excel, or PDF format to avoid reading compatibility problems.
- 1.5 Applicants must accept the EDP rules and conditions regarding the Program's Regulations when submitting the application form.
- 1.6 The Non-provision by the Project Promoter of clarifications, information, or documents requested within the 10 (ten) business days referred to above implies the application withdrawal.





2. Phase 1 - Summary Application

- 2.1 The Project Promoter must complete the <u>Application Form</u> and provide the following documents at the time of submission:
 - a) Taxpayer number/legal entity number;
- b) Applicant statement in alignment with the <u>Code of Ethics</u> and <u>Integrity Policy</u> (included in the Application Form).
- 2.2 Projects will be assessed based on the following criteria:
- a) **Social Relevance**: Alignment with the Program's objectives, relevance of the social issue addressed, understanding of the local context, and the effectiveness of the proposed technical solution.
- b) **Project Development**: Project's activities and outcomes, budget allocation, reach to direct and indirect beneficiaries, and potential partnerships, ensuring comprehensive planning and effective resource utilization
- c) Experience in similar projects: Experience of the project promoter and potential partners in similar projects/activities, ensuring their capability to execute the proposed project effectively from inception to completion while emphasizing feasibility and proven track record.
- 2.3 Weightings of the above criteria are the following:

For a maximum of 100 points.

3. Phase 2 - Full Application phase

- 3.1 The Project Promoter shall complete the <u>Application Form</u> and provide the following documents at the time of submission:
 - a) Activity report (with financial report) from the last 2 years;
 - b) CV's and list of the project team members (mentioned in the Application Form);
- d) A collaboration agreement is mandatory for projects submitted by two or more entities. The agreement shall set forth each party's obligations and budget distribution and identify which entity will sign the Collaboration Agreement in the case of approval of the project and, therefore, become the legal representative before EDP.
- 3.2 In addition, the presentation of the following documentation will be valued:
- a) Documents accrediting their experience in collaborating with other entities and documentation justifying their membership in networks and platforms;
- b) Collaboration agreement, in case the project is to be developed through alliances with third parties;
- c) Awards, recognitions, accreditation of elements of transparency, and documentation that allow an adequate assessment of the entity and the candidacy.





- 3.3 For the Full Application phase, submitted project proposals will be evaluated according to the following criteria:
- a) **Project Feasibility**. Projects that show a coherence and alignment between objectives and activities proposed, considering budget and the timeframe defined in the application.
- b) **Social relevance:** Projects with the potential for a high social impact and/or cause a real social transformation in the context or territory in which they are executed.
- c) **Target audience:** Projects that can create a real and transformative change in the quality of life of the target beneficiaries and that aim to reach a broad and significant group of people, considering the characteristics of the group and the nature of the intervention.
- d) **Sustainability**. Projects designed for long-term continuity, covering the project's environmental, technological, financial, and social viability (including community engagement), after the end of EDP's funding.
- e) **Partnerships**. Projects that promote synergies, especially in reducing operating costs, making the best use of resources, both human and material, and maximizing impacts. Local partners in the territory where the project is being executed will be valued.
- f) Replicability and Scalability: Projects that can potentially become an "intervention model" that can be scaled and/or replicated and implemented in other territories, communities, or contexts.
- 3.4 Weightings of the above criteria are the following:

 - Sustainability 10
 - Partnerships 10
 - Replicability and scalability 5

For a maximum of 100 points.

4. Phase 3 - Pre-selection

- 4.1 EDP may request clarifications or additional documentation if deemed necessary for a better assessment of the Project Promoter. The information must be sent in digital format within 10 (ten) business days after EDP's request. Additional documentation may include:
 - a) Deed of Constitution and/or Statutes in force;
 - b) List of members of the governing bodies;
- c) Declaration demonstrating that the Project Promoter has no outstanding tax debts to the State or contributions in arrears with the Social Security System (or similar welfare system);
- d) Support documentation to justify the reasonableness of the project's expenses. This documentation may include proforma invoices, contracts, salary tables, and any relevant information that justifies the submitted budget and its adaptation to the objectives of the project and the proposed activities;





- e) Additional information to comply with legal obligations or other information and/or documents adequate to any reasonable request from EDP regarding compliance obligations and guarantees contained in this Regulation;
 - f) EDP may contact reference contacts to assess the entities' transparency.
- 4.2 During the pre-selection phase, EDP, or its representative, is entitled to conduct preliminary site visits, meetings, and interviews to gain a better understanding of the Project Promoter and the project presented.

<u>CHAPTER 5 – FINAL SELECTION AND CONTRACTING</u>

1. Jury Selection

- 1.1 A committee of experts (jury), determined by EDP, will study and evaluate the entities and projects according to the requirements and evaluation criteria listed in this Regulation.
- 1.2. The results will be made public through the EDP webpage.
- 1.3. Likewise, the results will be communicated to the selected candidates.
- 1.4. EDP will not select any projects or use the whole amount of the annual endowment of the Program if the evaluation of the applications submitted does not meet the requirements of this Regulation or the objectives of the Program.
- 1.5. EDP has the right to qualify, accept, or reject all entities and applications as deemed in the best interest of the Program and to reject any entities/applications if suspects of an attempt or a concrete execution of one or more operations that may imply non-compliance of EDP's Integrity Policy. EDP is not liable for selection decisions. The applicants will be waiving any right to pursue a cause of action against EDP for damages incurred because of the decisions in the selection process.

2. Collaboration Agreement

- 2.1. After the communication of the selected projects, EDP and/or one of its affiliates will sign a Collaboration Agreement with the Project Promoter in which the rights and obligations of each party will be stated.
- 2.2. In the case of projects presented in a consortium by two or more entities, the Collaboration Agreement will be signed by the entity designated as responsible.
- 2.3. Apart from other obligations which shall appear in the Collaboration Agreement, it shall ensure that each Project Promoter is obliged, namely, to:
- a) Execute the project according to the objectives, criteria, planning, and costs of the proposal;
- b) Comply with the project and the conditions of the Collaboration Agreement, use the funds paid by EDP exclusively for the implementation of the selected project and according to the approved budget, being obliged to return the amounts received within the terms established by EDP, in case of partial or total non-compliance;
- c) Ensure budget control through a system that allows for correct calculation of the project's expenditure and cost allocation;
- d) Appoint a representative to act as liaison with EDP (or EDP's partner) in the monitoring and execution of the project;





- e) Make visible in the project documentation the logo and other references of EDP and the Program;
- f) Report regularly to EDP, according to the criteria established by the Collaboration Agreement, on the evolution of the project until the moment of its complete execution and, even after this, up to 2 (two) years later;
- f) Submit the relevant reports on the dates provided in the Collaboration Agreement and according to the forms provided for that purpose, communicating sufficiently in advance any delay or problem in the presentation of said reports;
- g) Grant authorization to EDP, since the signing of the Collaboration Agreement, for the public disclosure of the support and the results obtained after the completion of the project;
- h) Comply with EDP's <u>Code of Ethics</u> and <u>Integrity Policy</u> and send all information and documents requested by EDP to verify compliance;
- I) Inform EDP of any change or modification that could affect the execution of the project and the fulfillment of the established objectives;
- j) Supported organizations will be required to participate in the capacity building, monitoring and evaluation process, demonstrating availability and engaging the team and the beneficiary community.
- 2.4 In the case of substantial modifications concerning what was initially proposed, it will be necessary to request authorization in writing from EDP, who reserves the right to grant or reject said modification request and take the appropriate measures.
- 2.5 Substantial changes are those that significantly affect the number of beneficiaries or their definition, the area of action, place of intervention, objectives, technological solution, and results of the project, schedule, or that involve a deviation between budget items greater than 10%.
- 2.6 EDP must approve the closing of the project.

3. Payment Conditions

- 3.1 The collaboration agreement will establish the payment schedule according to the selected project's specific needs. It is initially structured as follows: 1st installment at the signing of the Collaboration Agreement, followed by a number of tranches adjusted to the timeline and milestones of the project, and the last installment at the end of the project once the final report is approved.
- 3.2 EDP undertakes to pay the amount granted in euros through bank transfer. All payments are due up to 60 (sixty) days in compliance with the payment schedule and after receiving a supporting document issued by the Project Promoter. This supporting document will be drafted by EDP and aims to confirm the receipt of payments.

4. Contribution Loss and Refund

- 4.1The breach by the entity of its obligations or other clauses of the Collaboration Agreement will bring with it, in addition to (i) the loss of the right to receive the corresponding contributions of EDP, (ii) the obligation of returning the amounts already received within the deadline established by EDP, and (iii) the prohibition to submit projects in the calls of the following five years.
- 4.2 In case of non-fulfillment of the duty to refund, EDP is entitled to promote the recovery of the amount due through the available judicial means.





CHAPTER 6 – WITHDRAWAL

1. Project Withdrawal

- 1.1 The application withdrawal must be promptly communicated, in writing, to EDP.
- 1.2 Cases in which the Project Promoter does not respond to EDP's requests within the deadlines set out in the Regulation are considered withdrawn.
- 1.3 If the withdrawal occurs:
- a) before the signing of the Collaboration Agreement, the application is excluded from the list of selected applications;
- b) after the signing of the Collaboration Agreement, it will constitute a breach of contract, with its consequences. To avoid a breach of contract, any changes in the project implementation must be agreed upon with EDP.

CHAPTER 7 - CONFIDENTIALITY

- 1. Except in matters of public knowledge, EDP guarantees the confidentiality of the procedures and the received documentation.
- 2. Unless otherwise indicated, the information requested on the application form is mandatory. Therefore, it is understood the authorization by the applicant to EDP to treat the information for the purposes indicated.
- 3. EDP will officially announce the Program's results in the media.

CHAPTER 8 - PERSONAL DATA

- 1. The Project Promoters, in order to comply with Chapter 3 in the present regulation, if within the scope of the respective project development, they have to collect and process personal data, and they undertake to comply, if applicable, with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC - General Data Protection Regulation - GDPR, namely to provide the data subjects with the information contained in Article 13 of the Regulation, to collect their consent and to maintain the evidence as well as to ensure the exercise of their rights.
- 2. The Project Promoters undertake to provide EDP, upon request within a period not exceeding five (5) business days, evidence of the consent given by the data subject so that EDP can ensure compliance with a legal obligation or respond to a request any legal authority in this regard.
- 3. Without prejudice to the foregoing numbers, the execution of this Regulation, as well as the formalization of the Collaboration Agreement, also presupposes, for the duration of the Program, the process by EDP, as a Data Controller, of personal data - personal identification data and personal contact data of the coordinators and interlocutors of the Project, and CVs project team.
- 4. EDP undertakes to comply with GDPR.





- 5. EDP will only be able to process the personal data to the extent necessary for the provision of the services, committing not to process the personal data for different purposes.
- 6. EDP ensures that only employees under its authority who are required to fulfill the contract will have access to personal data.
- 7. The processing of personal data may be carried out by a suitable service provider contracted by EDP. The said service provider will exclusively process the personal data for the purposes established by EDP and in compliance with the instructions issued by EDP, complying with the legal rules on personal data protection, information security, and other applicable standards. In this project, Stone Soup Consulting, Lda, with headquarters in Rua Manuel Viegas Guerreiro, Paço de Arcos, Portugal, will process the personal data as a Data Processor in accordance with the instructions established by EDP.
- 8. EDP undertakes to apply appropriate technical and organizational measures to protect personal data against accidental, unlawful destruction, accidental loss, unauthorized alteration, dissemination or access, and any other form of unlawful with a level of security appropriate to the risks that the treatment entails for the data subjects, taking into account the most advanced techniques, the costs of the application and the nature, scope, context and purpose of the treatment, and the risks of probability and variable gravity for the rights and freedoms of natural persons.
- 9. Data subjects may, at any time, exercise their rights of access, rectification, opposition or deletion, limitation, and portability by sending their request, in writing, to the e-mail address a2e@edp.com or by registered letter to the postal address (Avenida 24 de Julho, nº 12, 1249-300 Lisboa).
- 10. Within the scope of this Regulation, if you consider that EDP has violated or may have violated your rights under the terms of the applicable legislation on data protection, you may file a complaint with Comissão Nacional da Protecção de Dados (CNPD).
- 11. For any question related to this information, you may also contact EDP's data protection officer (DPO) via the email address dpo.pt@edp.com.

CHAPTER 9 - FINAL PROVISIONS

- 1. Further information related to the Program may be requested by e-mail to the following address: <u>a2e@edp.com</u>.
- 2. This Regulation applies to the calls opened on the 29th of April 2024.
- 3. This Regulation shall be governed by the laws of Portugal.



