

## Exhibit A

### SHARE PURCHASE AGREEMENT TERM SHEET

Set forth below is a summary of the terms and conditions for the proposed acquisition of no less than 51% of the outstanding economic and voting equity interests of Blaze Chile by the Buyer.

*THIS TERM SHEET IS NONBINDING AND IS INTENDED ONLY TO MEMORIALIZE CERTAIN TERMS AND CONDITIONS RELATED TO THE PROPOSED TRANSACTION BETWEEN THE PARTIES HERETO; THE TERMS AND CONDITIONS SET FORTH HEREIN DO NOT CONSTITUTE ALL OF THE MATERIAL TERMS AND CONDITIONS UPON WHICH AGREEMENT MUST BE REACHED. CAPITALIZED TERMS USED IN THIS EXHIBIT AND NOT DEFINED IN THIS EXHIBIT WILL HAVE THE MEANINGS GIVEN THEM IN SUCH LETTER OF INTENT.*

No.	Term	Proposal
1.	<b>Parties</b>	<p><b>Enel Chile S.A.</b> (the “<b>Seller</b>”)</p> <p><b>Enel S.p.A.</b>, directly or indirectly through an affiliate thereof (hereinafter referred to as the “<b>Buyer</b>” or “<b>Enel</b>”).</p>
2.	<b>Structure of the Potential Transaction</b>	<p>Acquisition by the Buyer or an affiliate thereof of a controlling equity interest in Blaze Chile to be agreed in good faith between the Buyer and the Seller (the “<b>Stake</b>”), provided that in each case the Stake shall be no less than 51% of the economic and voting equity interests in Blaze Chile, to be sold with full title covenants and free from all encumbrances.</p> <p>As a result of the sale and purchase of the Stake to the Buyer, the Buyer and the Seller will own shares in Blaze Chile as set out below:</p> <p>(i) Buyer: no less than 51% of Blaze Chile’s issued economic and voting share capital; and</p> <p>(ii) Seller: up to 49% of Blaze Chile’s issued economic and voting share capital.</p> <p>The Definitive Documents will include a shareholders agreement relating to Blaze Chile between the Buyer and the Seller including (i) Blaze Chile corporate governance rights, and (ii) the transfers of shares in Blaze Chile, substantially in the terms set out in <b>Annex A</b> to this Term Sheet.</p>
3.	<b>Corporate Reorganization</b>	<p>Prior to completion, the Seller shall cause Enel X Chile S.p.A. (“<b>Enel X Chile</b>”) and its affiliates to de-merge the Blaze Chile Business into a newly established company (“<b>Blaze Chile</b>”) under the laws of Chile and transfer to Blaze Chile the Blaze Chile Business and take such other corporate actions, make and effect such reorganizations, contributions, transfers, assignments and acceptances (the “<b>Corporate Reorganization</b>”) such that, upon the consummation of the Corporate Reorganization Enel X Chile shall transfer the Blaze Chile Business to Blaze Chile.</p>
4.	<b>Wrong Pockets</b>	<p>The SPA and the other Definitive Documents will contain customary wrong pockets provisions in respect of any assets or liability that</p>

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		have been wrongly comprised in, or excluded from, the Blaze Chile Business and Blaze Chile.
5.	<b>Purchase Price</b>	<p>The total purchase price for the Stake (the “<b>Purchase Price</b>”) shall be negotiated and defined in good faith between the Seller and the Buyer on the basis of valuation methodologies customary for transactions of this type. Blaze Chile shall be provided with normalized working capital.</p> <p>The Purchase Price shall be paid in full to the Seller in cash at the Closing.</p>
6.	<b>No Leakage</b>	The Seller undertakes to the Buyer that the sale of the Stake shall be on a locked box basis and shall be subject to customary no leakage undertakings since December 31, 2021.
7.	<b>Representations and Warranties</b>	The SPA will contain representations and warranties of the Seller customary for transactions of this type, including (but not limited to) representations regarding capacity of the Seller, right to transfer the shares or assets being transferred, compliance with laws and internal organizational documents, antitrust and governmental approvals, financial accounts and statements, indebtedness (including intercompany and affiliate indebtedness), solvency, litigation (including arbitration, administrative proceedings, governmental, self-governmental, regulatory or internal investigations) and governmental proceedings, corporate and regulatory authorizations and licenses, subsidiaries, material assets, material contracts (including defaults, key trading relationships, key customers and suppliers), bank accounts, IP/IT (including ownership of IP, licenses, adequacy, non-infringement and restrictions), insurance, labor and employment, environmental, real estate, tax, product liability, no material adverse effect, and no undisclosed liabilities.
8.	<b>Conditions Precedent</b>	The SPA and the other Definitive Documents will contain conditions customary for transactions of this type, including without limitation, the approval of the relevant related parties transaction committees and the receipt of all necessary governmental and FDI approvals if applicable.
9.	<b>Covenants</b>	The SPA will contain pre- and post-closing covenants of the Seller customary for transactions of this type, including representations regarding ordinary conduct of the Blaze Chile Business and antitrust.
10.	<b>Indemnification</b>	Seller to indemnify and hold harmless the Buyer in respect of all of the representations, warranties and covenants of the Seller and Blaze Chile, fraud and intentional breach.
11.	<b>Non-Competition &amp; other Restrictions: Some type of exclusivity</b>	<p>From the date of completion and until the date that Enel Chile S.A. is no longer controlled by Enel S.p.A., the Seller shall agree not to:</p> <p>(a) carry on or be engaged or interested in the e-mobility services business which directly or indirectly competes with the Blaze Chile Business in Chile;</p> <p>(b) solicit any person who has been a customer of the Blaze Chile Business;</p>

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		<p>(c) solicit or entice away any person who has been an employee of or consultant to the Blaze Chile Business.</p> <p>The parties agree that this commitment will be repeated on the date that Enel Chile S.A. is no longer controlled by Enel S.p.A. for a period of up to 5 (five) years.</p>
12.	<b>Other Commercial Agreement: CPO as a service</b>	<p>The Definitive Documents will include (i) a commercial agreement concerning the Blaze Chile Business and certain other commercial covenants between the Seller, Enel X Chile and Blaze Chile including (i) Seller's and Enel X Chile's commitments in connection with capital expenditures for the e-mobility infrastructures, and (ii) the terms of the asset management to be conducted by Blaze Chile, substantially in the form set out in <b>Annex B</b> to this Term Sheet and (ii) certain other commercial ancillary agreements substantially in the terms set out in <b>Annex C</b> to this term sheet.</p>
13.	<b>License Agreement(s)</b>	<p>The Definitive Documents will include one or more license/sub-license agreements under which the Seller and/or Enel X Chile (as applicable) will grant to Blaze Chile a royalty-free license to use in accordance with Enel Chile internal policies all the trademarks, service marks, trade names, domain names and any other intellectual property rights necessary to carry out the Blaze Chile Business as currently carried out by Enel X Chile, to the extent that such assets have not been transferred from Enel X Chile to Blaze Chile as a result of the Corporate Reorganization.</p>
14.	<b>Fees and Expenses</b>	<p>All the expenses including legal, professional, due diligence, advisory support, negotiation, etc. have to be borne by each party.</p>
15.	<b>Assignment</b>	<p>The Definitive Documents will allow the Buyer to assign its rights and obligations thereunder to any affiliate, any other member of its group or to its successors in title.</p>
16.	<b>Governing Law</b>	<p>This Term Sheet and the SPA shall be governed by and construed in accordance with the laws of the Republic of Chile.</p> <p>Any dispute that may arise from or in connection to this Term Sheet shall be submitted to the sole jurisdiction of the Court of Santiago de Chile.</p>

## Annex A

### SHAREHOLDERS AGREEMENT TERM SHEET

Set forth below is a summary of the terms and conditions for the proposed shareholders agreement (“SHA”) contemplated in relation to Blaze Chile.

*THIS TERM SHEET IS NONBINDING AND IS INTENDED ONLY TO MEMORIALIZE CERTAIN TERMS AND CONDITIONS RELATED TO THE PROPOSED TRANSACTION BETWEEN THE PARTIES HERETO; THE TERMS AND CONDITIONS SET FORTH HEREIN DO NOT CONSTITUTE ALL OF THE MATERIAL TERMS AND CONDITIONS UPON WHICH AGREEMENT MUST BE REACHED. CAPITALIZED TERMS USED IN THIS ANNEX AND NOT DEFINED IN THIS ANNEX WILL HAVE THE MEANINGS GIVEN THEM IN SUCH LETTER OF INTENT.*

No.	Term	Proposal
1.	<b>Parties</b>	<b>Enel S.p.A.</b> , directly or indirectly through an affiliate thereof (the “ <b>Majority Shareholder</b> ”)  <b>Enel Chile S.A.</b> (the “ <b>Minority Shareholder</b> ” and jointly with the Majority Shareholder, the “ <b>Shareholders</b> ”)  <b>Blaze Chile</b>
2.	<b>Shareholdings</b>	The Majority Shareholder and the Minority Shareholder will own shares in Blaze Chile as set out below:  (a) Majority Shareholder: no less than 51% of Blaze Chile’s issued economic and voting share capital; and  (b) Minority Shareholder: up to 49% of Blaze Chile’s issued economic and voting share capital.
3.	<b>Board Composition</b>	The board of directors of Blaze Chile will consist of 3 directors, of whom 2 (two) directors will be nominated for appointment by the Majority Shareholder and 1 (one) director will be nominated for appointment by the Minority Shareholder, in each case for so long as it holds, together with members of its respective group, at least ten (10) per cent. of Blaze Chile issued share capital.  The Majority Shareholder shall have the right to designate the Chairman, the CEO, the CFO and the other key managers of Blaze Chile.
4.	<b>Shareholders Approval Rights</b>	The Shareholders shall enjoy shareholders approval rights, provided that the Majority Shareholder shall have the statutory and operational control of Blaze Chile.  The shareholders general meeting shall decide upon the matters that are deferred to it pursuant to applicable laws, including (i) approval of annual financial statements and allocation of results; (ii) appointment and dismissal of directors, liquidators and, when mandatory, account auditors and the institution of liability claims by the company against the directors; (iii) amendments to by-laws; (iv) capital increase and reduction; (v) removal or limitation of pre-emptive or preferential subscription rights set out in the by-laws; (vi) acquisition, disposal or transfer to another company, of any essential

No.	Term	Proposal
		assets when required to be approved by the shareholders' meeting in accordance with Chilean corporate regulations; (vii) conversion, merger, spin-off or global assignment of assets and liabilities; and (viii) liquidation of Blaze Chile.
5.	<b>Lock-up</b>	Shareholders may not transfer any shares, shareholder loans or interests to any third party or create any encumbrance or other third party rights over any of them before the expiry of 5 (five) years from the date of the SHA (the " <b>Lock-up Period</b> ").
6.	<b>Right of Pre-Emption</b>	Following the expiry of the Lock-up Period, if a shareholder (the " <b>Seller</b> ") receives an offer to acquire all or any part of the Shares owned by it (the " <b>Offer Shares</b> "), it will provide notice of such offer, including the price (the " <b>Offer Price</b> "), to the other shareholder(s) (the " <b>Non-Seller(s)</b> " and the " <b>Offer Notice</b> "). The Non-Sellers may elect to purchase the Offer Shares at the Offer Price by issuing a written confirmation to the Seller within 30 (thirty) business days of the date of the Offer Notice. If the Non-Sellers decline the offer or do not issue a written confirmation to the Seller in response to the Offer Notice within such time period, the Seller will be entitled to sell the Offer Shares to the relevant third party purchaser at a price which is not less than the Offer Price and on terms not less favorable than the terms set out in the Offer Notice within 120 (one hundred and twenty) business days of the expiry of the offer period specified above, subject to obtaining requisite regulatory clearance.
7.	<b>Information Rights</b>	Blaze Chile will provide each Shareholder with draft annual accounts and quarterly management accounts of Blaze Chile.  The Shareholders will ensure that Blaze Chile permits each Shareholder and its representatives access at all reasonable times and on reasonable notice to the premises, assets, books and accounts and records of Blaze Chile and the right (where relevant) to copy information, at the Shareholder's own cost, as well as the right to meet and discuss matters with the management of Blaze Chile.
8.	<b>Fees and Expenses</b>	All the expenses including legal, professional, due diligence, advisory support, negotiation, etc. have to be borne by each party.
9.	<b>Governing Law</b>	The SHA shall be governed by and construed in accordance with the laws of the Republic of Chile.  Any dispute that may arise from or in connection to the SHA shall be submitted to the sole jurisdiction of the Court of Santiago de Chile.

## Annex B

### CPOaaS AGREEMENT FORM

Set forth below is the draft CPOaaS form for discussion purposes between the parties.

*THIS FORM OF CPOaaS AGREEMENT IS NOT INTENDED TO CREATE NOR WILL IT BE DEEMED TO CREATE A LEGALLY BINDING OR ENFORCEABLE OFFER OR AGREEMENT OF ANY TYPE OR NATURE, UNLESS AND UNTIL AGREED TO AND EXECUTED BY THE PARTIES THERETO.*

No.	Term	Proposal
1.	<b>Parties</b>	<b>Enel X Way Chile SpA (“Blaze Chile”)</b> , (Charging Point Operator “CPO”)  <b>Enel X Chile SpA.</b> (the “Customer” and jointly with the “CPO”, the “Parties”).
2.	<b>Relevant Definitions</b>	<b>“Actual Weighted Average Price”</b> corresponds to the ratio of the total charging services revenues generated by the CPO through the Customer’s Assets during the semester to the total energy supplied through the Customer’s Assets in the same period of time;  <b>“Asset”</b> means the Charging Stations and the Associated Infrastructure that are/is the subject matter of the Services and that are/is already owned by the Customer at the Effective Date, or that are deployed under the Agreement;  <b>“Charging Units”</b> means the single equipment that supplies electrical power for charging electric vehicles. Each Charging Unit can have one or more “Point of Charge” (“POC” or “Charging Point”);  <b>“Charging Stations”</b> means the station(s) (each one composed of a variable number of Charging Units) for electric and hybrid vehicles that form part of the Assets  <b>“Effective Date”</b> means the date of last signature of this Agreement;  <b>“End User(s)”</b> means any person using the Charging Points of the Asset to charge an electric vehicle.  <b>“Grid Connection”</b> means the point of delivery connecting the Charging Stations to the local electric grid network, and for which, if applicable, the CPO will support the Customer for the relating request pursuant to this Agreement;  <b>“Initial Target Deployment Plan”</b> means the target plan for the deployment of Charging Stations and Associated Infrastructure.

		<p>“<b>Person</b>” means any natural person, organization or association, or entity;</p>
3.	<b>Territory</b>	National territory of Chile
4.	<b>Term and Termination</b>	<p>Five (5) years from the Effective Date automatically extendable for five (5) years (the “<b>Extended Term</b>”) at the end of the Initial Term and at the end of each Extended Term, unless any Party gives written notice to the other Party, not later than ninety (90) days before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.</p> <p>In case at the end of the Initial Term and at the end of each Extended Term the Customer decide to terminate this Agreement and to launch a competitive tender process to contract all or part of the Services, the Customer shall invite the CPO to bid in this process. If, after all bids for the Service(s) have been received by the Customer, the offer submitted by the CPO were not deemed as the most competitive one according to the tender criteria, the Customer shall invite the CPO in writing to submit two further offers, without the Customer being obliged to share any information on pricing and other terms and conditions of the competing offers.</p>
4.	<b>Services</b>	<ol style="list-style-type: none"> <li>1. Turn-key Solution Services with respect to the Assets comprising: <ol style="list-style-type: none"> <li>a) the Site Scouting, Securing and PMO Services;</li> <li>b) the Site Design Services;</li> <li>c) the Hardware Provisioning Services;</li> <li>d) the Construction and Installation Services;</li> </ol> </li> <li>and</li> <li>2. Operation Services with respect to the Assets, comprising: <ol style="list-style-type: none"> <li>1. the Control Room Services;</li> <li>2. the Maintenance Services;</li> <li>3. the Contracting and Invoicing Services vs MSPs (if applicable); and</li> <li>4. the Site Partner Management Services</li> <li>5. the Energy Contracting Service;</li> </ol> </li> <li>3. Back-End CP Management Platform Services with respect to the Assets; and</li> <li>4. MSP Services with respect to the Assets;</li> </ol>
5.	<b>Service Levels</b>	<p>The CPO shall use reasonable endeavours to provide the Services in accordance with the relevant Service Levels.</p> <p>The CPO shall measure its performance against the Service Levels during the Term for each relevant time period.</p>

		<p>If there is a Material Service Level Failure, the Parties will establish a notification and remedy procedure which allows the Customer to claim for penalties.</p> <p>Customer shall not be entitled to claim both penalties and damages and losses.</p>
6.	<b>Charges</b>	<p>Customer shall pay to the CPO the following monthly Charges:</p> <ol style="list-style-type: none"> <li>1. Turn-key Solution Services Consideration</li> <li>2. Turn-key Solution Services Pass-Through Costs which include all costs reasonably and properly incurred by the CPO for Permits and Grid Connections</li> <li>3. Control Room Services Fee</li> <li>4. Maintenance Services</li> <li>5. Site Partners Management Services Fee</li> <li>6. Back-End CP Management Platform Services Fee</li> <li>7. Exit Management Services Charges (if applicable)</li> </ol>
7.	<b>Charging services pricing</b>	<p>Every six months starting from the signing of the agreement, the CPO shall communicate to the Customer the Actual Weighted Average Price applied by the CPO during the semester and resulting as the ratio of the total charging services revenues generated by the CPO through the Customer's Assets during the semester to the total energy supplied through the Customer's Assets in the same period of time.</p> <p>The CPO shall provide to the Customer also a market benchmark showing the pricing applied by the top 5 market competitors (to be identified each semester according to the market evolution) during the same period of time.</p> <p>If the Actual Weighted Average Price applied by the CPO will result ten percent (10%) below the average pricing applied by the top 5 competitors, then the Parties may review the charging service pricing applied and negotiate in good faith in order to define a new charging services pricing.</p>
	<b>CPO Payments to the Customer</b>	<p>The CPO shall pay to the Customer quarterly ("Customer Invoicing Period")</p> <ol style="list-style-type: none"> <li>1. If the CPO provides to the Customer also the MSP Services, the larger amount between the following: <ol style="list-style-type: none"> <li>a) ninety per cent (90%) applied to the ninety per cent (90%) of the revenues of the CPO (acting as a MSP) for the charging services provided the Customer</li> </ol> </li> </ol>



		<p>b) the total Energy Service variable cost sustained by the Customer and related to the kWh supplied through the Assets to the End Users. The Customer shall provide to the CPO the reasonably satisfactory evidence of the above cost</p> <p>If the CPO does not provide to the Customer the MSP Services, the larger amount between the following</p> <p>a) ninety per cent (90%) of the one-hundred per cent (100%) of the revenues of the CPO for charging services provided by the Customer's to the MSPs (as received by the CPO from MSPs under the separate CPO-MSP Interoperability Agreements) and directly to the End Users by managing ad hoc payments</p> <p>b) the total Energy Service variable cost sustained by the Customer and related to the kWh supplied through the Assets to the MSPs and to the End Users. The Customer shall provide to the CPO the reasonably satisfactory evidence of the above cost</p> <p>In addition, the Parties agree that each year the CPO and the Customer shall define together a cash flow forecast (“<b>Cash Flow Forecast</b>”) considering a time period equal to the average residual useful life of the Customer's Assets.</p> <p>For each year (i) of the forecast, the cash flow shall be calculated as:  Cash flow (i) = Revenue (i) – Energy Variable Cost (i) – Asset Depreciation (i)  Where:  Revenue (i) = total expected Customer's revenues from CPOaaS in the year (i),  Energy Variable Cost (i) = total energy variable cost sustained by the Customer in the year (i),  Asset Depreciation (i) = statutory depreciation of the Customer's Assets in the year (i)  If according to the results of the Cash Flow Forecast, the sum of the yearly cash flow will be negative then the Parties shall negotiate in good faith in order to review the charging services pricing applied by the CPO to the End User or to the MSPs as the case may be.</p>
7.	<b>Customer Obligations</b>	The Customer shall cooperate with the CPO and provide such assistance as may be reasonably required by the CPO to enable it to provide the Services.

		<p>The Customer shall provide access to the CPO to the Asset and the electric plant to perform the Services and to the site for installing and deploying the Assets.</p> <p>The Customer shall notify the CPO of any configuration changes and/or changes to the users of the electrical system, as well as any changes in terms of contractual power that may occur after the signing of this Agreement.</p> <p>The Customer guarantees, for the term, the availability of a power band for each Asset installed in order to guarantee the functioning of each Asset.</p> <p>The Customer authorizes the CPO to periodically acquire the overall consumption data of the electricity supply provided by the Customer, to ensure the energy monitoring of electricity consumption is adequate in relation to the Services requested.</p> <p>The Customer shall comply with its responsibilities and obligations set out in the Target Deployment Plan provided that all relevant parameters established in the agreement are fulfilled.</p>
8.	<b>Subcontracting</b>	<p>The CPO may sub-contract any or all of its obligations under this Agreement or any activity or function comprised in the Services or any part thereof to any person without the prior written consent of the other Party.</p>
9.	<b>Liability</b>	<p>Each Party shall be liable to the other Party for any Damage or Loss that is has caused the other Party. “Damages and Losses” means direct damages (<i>daño directo</i>), excluding indirect damages (<i>daño indirecto</i>), and actual losses (<i>daño emergente</i>), excluding loss of profits (<i>lucro cesante</i>).</p> <p>the CPO’s total liability, whether in contract or otherwise, arising under or in connection with this Agreement shall, in respect of all Damages and Losses (connected or unconnected) assessed against or suffered or incurred by the Customer in each Contract Year during the Term,</p> <ol style="list-style-type: none"> <li>1. be excluded to the maximum extent permitted by law; and</li> <li>2. to the extent that the CPO’s liability cannot be excluded, be limited to ten per cent (10%) of the Charges paid by the Customer under this Agreement in the relevant Contract Year.</li> </ol> <p>Nothing shall limit or exclude the liability of either Party for:</p> <ol style="list-style-type: none"> <li>1. wilful misconduct; gross negligence;</li> </ol>

		<p>2. death or personal injury resulting from its negligence, or the negligence of its personnel; fraud; and</p> <p>3. any other act or omission for which it would be illegal to limit or exclude, or attempt to limit or exclude, liability.</p>
10.	<b>Insurance</b>	<p>During the Term, the Customer shall procure and maintain appropriate insurance with reputable insurers sufficient to cover any and all loss of, or damage to, the Assets (other than losses or damages resulting from the provision of the services under this Agreement).</p> <p>During the Term, the CPO shall procure and maintain appropriate insurance with reputable insurers sufficient to cover any and all loss or damage arising from the Turn-Key Solution Services or the Maintenance Services.</p>
8.	<b>Exclusivity</b>	The CPO shall be -on an exclusivity basis - the only contractor to carry out the Services in favor of the Customer and, therefore, the latter undertakes not to contract any activities and/or services included in this Agreement with any third parties to be carried out during the duration of this Agreement.
9.	<b>Non-compete</b>	The Customer nor any of its Subsidiaries will, directly or indirectly (including through ownership, control, operation or management, alone or with others, of any other Person), during the Term of the Agreement do, or authorize or permit any Person to do, any of the following: promote, advertise or offer to any Person any services in or with respect to the Territory that are the same as the Services.
10.	<b>Disputes Resolution Procedure</b>	The Parties shall attempt to resolve any dispute arising out of or in connection with this Agreement in good faith through negotiations and shall comply with the (the “Dispute Resolution Procedure”) established by them.
9.	<b>Governing Law and Jurisdiction</b>	<p>The Governing laws will be the Laws of Chile.</p> <p>The Courts of Santiago de Chile, Chile shall have exclusive jurisdiction to hear and determine any suit, action or proceedings arising out of or in connection with the Agreement (including any non-contractual obligations arising out of or in connection with this Agreement) and, for such purposes, irrevocably submit to the jurisdiction of such courts.</p>