

	ENEL GROUP GENERAL CONTRACT CONDITIONS FOR CONSULTING SERVICES AND PROFESSIONAL SERVICES ON INSTITUTIONAL/REGULATORY AFFAIRS, BUSINESS DEVELOPMENT AND MERGER & ACQUISITION MATTERS ITALY	Pag.1 di 33
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1. SCOPE.

1.1. These General Contract Conditions apply to contracts for Professional services on Institutional/Regulatory affairs, Business Development and M&A matters and Consulting services (hereinafter "General Conditions") regulated by the Italian Law and concluded between a Company of the ENEL Group (hereafter also referred to as "ENEL") and a Provider (hereinafter jointly referred to as the "Parties").

These conditions shall also apply, without prejudice to any other agreement to the contrary and taking into account the order of precedence set forth in clause 4 - "Interpretation and hierarchy".

1.2. The Agreement indicates the Web page on which these Terms and Conditions can be consulted, and if a Provider doesn't have access to the Web page, and has requested a copy of these conditions, it will be sent to the Provider in an electronic/hard copy format.

1.3. Any exceptions to these General Conditions proposed by the Provider shall only be valid if made in writing and accepted by ENEL, and shall only apply to the Contract they are related to and cannot be extended to other contracts in progress or that may be signed with the same Provider at a later stage.

2. DEFINITIONS.

2.1. The following definitions, among others, are used in this document:

- **Contract for Professional services on Institutional/Regulatory Affairs, Business Development and M&A matters and for Consulting services (hereafter "Contract"):** Contract for pecuniary and corresponding obligations, whose object and contractual terms are indicated and specified in the Agreement concluded between ENEL and the Provider and is formed by an inseparable combination of contractual documents listed below which regulate, in writing, the obligations of the Parties for the acquisition of the above-mentioned services:

1. **Agreement:** the document that contains the Parties' detailed data, specifies the object and the duration of the contract, and contains specific provisions of an economic, administrative and regulatory nature, and which lists and refers to all of the documents that the Contract is composed of.

2. **Technical-Economic documents:** technical/economic documents related to the specific contract.

3. **General Conditions:** this present document.

- **Provider:** Natural or legal person, single or associate, with whom ENEL signs contracts for Professional services on Institutional/Regulatory Affairs, Business Development and M&A matters and Consulting services.

- **Electronic signature:** An accreditation system which, where applicable and in accordance with the legislation of each country, allows you to verify the identity of parties with the same value as a handwritten signature, and which authenticates communications generated by the signatory, as well as verifying the origin and integrity of an electronic document or a set of electronic documents.

- **Taxes:** Any taxes, duties, or any other charge in general, determined by the relevant authority/local laws applicable to an individual Contract in accordance with current regulations.

3. FORMALISATION.

3.1. The Contract is agreed between the Parties upon signing. By signing the Contract – which may also be carried out using an electronic signature - the Provider declares its full and unconditional acceptance of the same.

3.2. In case of agreements which ENEL may stipulate with the Provider for the benefit of two or more companies of the ENEL Group, the Contract shall be formalised between the individual companies of the ENEL Group receiving the service and the Provider or its subsidiaries or associated companies or permanent organisations located in the same country as the ENEL Group company.

4. INTERPRETATION AND HIERARCHY.

4.1. In the case of conflict or incompatibility among the Contract documents the order of priority and precedence shall be determined as indicated:

1. Agreement;

2. Technical-Economic documents (Technical Specifications, Remuneration List or Price List, Any additional documents);

3. General Conditions.

4.2. Should a conflict between the Contract documents and the mandatory norms of the applicable law of the contract arise, the mandatory norms of the applicable law of the contract shall have precedence.

4.3. Without prejudice to article 24, "Applicable law and Jurisdiction", should any doubts and/or conflicts arises concerning the Interpretation and performance of the Contract, it shall be amicably resolved by the Parties, in accordance with the subject matter and purpose of the Contract and in compliance with the applicable provisions.

4.4. In the event that any provision of the Contract is held to be invalid, such invalidity shall not affect the remaining provisions, which may be executed without the invalid provision.

5. THE PROVIDER'S OBLIGATIONS.

5.1 Introduction

5.1.1. The Provider, under its sole responsibility, shall comply with the law and all regulations and rules required by the relevant Authorities in relation to the Contract.

5.1.2. By signing the Contract, the Provider undertakes - throughout its duration - to perform the contractual services with his own means, organisation and resources and with the best professional diligence and technologies available and in accordance with the provisions of this Contract, using qualified personnel who are able to fulfil the contractual activities.

Moreover, Anti-corruption letter is required to be signed by the Provider (see Attachment No. 1) together with this Contract.

5.1.3. The Provider is fully responsible for everything that is necessary to perform the contractual services.

5.2 Provider's obligations on the subject of health and safety of the workers

5.2.1. The Provider must ensure compliance with of all applicable provisions of regulatory, legislative and contractual nature on the subject of health and safety of the workers.

Furthermore the Provider is the only responsible for the work of its employees involved in any capacity in the execution of the Contract.

5.2.2. The Provider, for the entire length of Contract duration and for all its personnel involved in any capacity in the execution of the Contract, is obligated to:

- stipulate or cause to stipulate the insurances requires by law for employees;
- demonstrate to Enel, whenever required, that it has complied properly with the laws relating to wages and social security of the workers employed in the Contract (exhibiting and forwarding a copy of the Single Labor Document, copies of payments, etc);
- allow the identification of the personnel to carry out activities in the event of checks laid by the Contract and/or by the law.

ENEL reserves to carry out the inspections, at any time, in order to ensure the fulfilment of the above obligations.

6. PERSONNEL IN CHARGE OF ACTIVITY PERFORMANCE - WORKING GROUP.

6.1. Subject to the application of previous Article 5 "The Provider's Obligations", the Provider undertakes to dedicate a specific work team, whose members shall be selected on the basis of their specific skills and expertise.

The above mentioned work team must do all things necessary to ensure that the services are performed in accordance with the provisions of the Contract and shall observe all the indications given by ENEL in this regard.



7. DURATION - DEADLINES REGARDING PERFORMANCE OF CONTRACTUAL ACTIVITIES.

7.1. The duration of the Contract, as well as eventual deadlines regarding the performance of contractual activities, are specified in the Agreement.

8. FINANCIAL CONDITIONS (CONTRACT AMOUNT AND PRICES).

8.1. The price of the Contract is the consideration agreed for the acquisition of the services and it includes everything necessary for the exact performance of the contractual services, without prejudice to the services and items that have been expressly excluded and the taxes imposed by the applicable legislation.

8.2. The Provider acknowledges that the contract prices are fixed and invariable for the entire duration of the Contract and fully remunerative regarding the activity covered by the Contract.

8.3. The prices shall be detailed in the Contract in the manner provided for therein.

9. INVOICING.

9.1 . Invoicing

9.1. Invoice shall be valid and ENEL shall accept it only if it contains all of the information provided by this Contract and the applicable regulations and if the contractual activities have been correctly completed.

Invoices without the relevant Contract number shall not be accepted and shall not be taken into account for the calculation of the date of receipt.

Although the Contract specifies that payment may be issued in various currencies, the single invoice shall be expressed in one currency only.

9.2. ENEL shall return to the Provider invoices that:

1. are missing some information or mandatory data required by this Contract and/or the law;
2. contain items not authorised by ENEL;
3. show amounts expressed in a currency other than that defined in the Contract.

ENEL shall in any case specify the reasons for returning invoices. In this case, the return of the same cancels the original date of receipt.

9.3. The Provider, under the terms and conditions set forth in the Contract, and after obtaining the necessary authorisation to invoice from ENEL (invoice shall include data on the services provided correspond with the amounts indicated therein), shall issue the relevant invoices.

After receiving authorisation to invoice from ENEL and in accordance with contractual arrangements, the Provider shall send invoices with the mandatory data required by applicable laws, using electronic systems (e.g. EDI) that ensure the authenticity and integrity of the information contained therein.

In accordance with the law on electronic invoicing, the Provider may send ENEL invoices created in an electronic format. This method ensures the integrity of the data and the univocal attribution of the document to the issuer.

9.4. In the case referred to in sub-clause 3.2, if the Provider uses its subsidiaries or its associated companies or permanent establishments in the country the ENEL Group companies are established in, the service provided for the ENEL Group companies, as well as the consequential invoicing, must be provided directly by its subsidiaries or its associated companies or its permanent organisations established in the same country in which the ENEL Group company is located.

10.PAYMENT TERMS

10.1. Payment Conditions.

10.1.1. All payments shall be made by ENEL by bank wire transfer, in the manner and within the time limits set out in the Contract.

To this end, the Provider undertakes to communicate the complete account data to ENEL.

The Provider has the obligation to promptly report to ENEL any changes to its fiscal and general data (such as: VAT number, address, company name, etc.) or changes in ownership/corporate shareholding.

Failure to communicate the above information may result in the suspension of payments of invoices containing data that is not up to date.

In exceptional cases ENEL may accept other legitimate and valid means of payment, in accordance with the law applicable to the relevant Contract.

10.1.2 Payment of the amount specified shall not mean that ENEL considers the Contract to have been properly performed by the Provider or that it waives its rights and actions against the latter, expressly reserving the right to exercise them, without prejudice to any payments it makes.

10.1.3. ENEL may, in accordance with applicable law and in the cases and in the manner provided for in the Contract, withhold and make suspended payments due to the Provider, where they are due and payable.

10.1.4. In case of delay in payment of the amount specified, if such delay is due to ENEL, arrears interest shall be payable in accordance with the provisions of the Contract and in accordance with applicable law.

10.1.5. ENEL reserves, in any case, the right not to issue sums payable to the Provider if the same fails to produce proof of his full compliance with all contractual obligations and/or legal requirements, particularly as pertains to stakeholder Bodies, employed workforce and third parties in general, and otherwise fails to comply with the provisions stipulated under the subsequent art. 10 "Traceability of financial flows".

10.1.6. The Provider may not transfer to third parties the right to collect contractual fees, or resort to any form whatsoever of delegation resulting in the transfer or disposal of credit he may be entitled to.

10.2. Payment Terms.

10.2.1. The clause described in point A) applies to Contracts having as subject matter activities awarded in pursuance of Legislative decree April 12, 2006, n. 163 (so-called Code of Public Procurement) while the clause described in point B) applies to Contracts having as subject matter activities awarded NOT in pursuance of Legislative decree April 12, 2006, n. 163 (so-called Code of Public Procurement).

A) Services Contract (pursuant to Legislative Decree 163/2006)

10.2.2. Prior to issuing any invoices the Provider must request the invoice approval to the ENEL Unit managing the Contract. Said approval shall be granted upon completion, on ENEL's part, of required verifications set forth in the Law or in the Contract to the purpose of ascertaining that the performance conforms to Contract specifications.

10.2.3. The payment of invoices, via bank transfer, shall be issued, at a fixed value date for the beneficiary, on the third last banking day of the month in which payment is due, at a 60-day term, end of month from date of invoice reception, on the condition that the invoices are conveyed to ENEL with the identification data of the invoicing authorization (invoice approval). In the event that the identification data of the invoicing authorization is not recorded on the invoices, the same shall not be accepted nor shall they be accounted for in the reckoning of the receipt date.

10.2.4. If payment date, as defined above, falls on a Monday or a Tuesday, payment shall be rescheduled to Wednesday provided it is a working day; otherwise the payment date shall remain unchanged.

10.2.5. In the event of late payment beyond specified terms per Contract, where such delay is attributable to ENEL, interest shall be due to the Provider, computed at the rates defined below:

1. For the first semester of the year concerned, statutory interest shall be due in accordance with the interest rates in force on January 1, of the current year;
2. For the second semester of the year concerned, statutory interest shall be due in accordance with the interest rates in force on July 1, of the current year.

The interest rates described in the above-mentioned point 1. and 2. shall be applied according to the rates published in the Official Gazette of the Italian Republic by the Ministry of Economy and Finance, on the fifth (5th) business day of each calendar semester.

Interest due for late payments is calculated, without notice of default, from the day after the payment due date per Contract.

10.2.6. If a creditor proves that he incurred costs for recovery of the debt, he is entitled, without the need of a formal notice, to a lump sum of € 40 (forty euros) as compensation for damages. In any case the creditor can prove the major damages, if present, which may include the costs incurred for the recovery of the debt.

B) Services Contract (non pursuant to Legislative Decree 163/2006)

10.2.7. Prior to issuing any invoices the Contractor must request the approval of the invoice to the ENEL Unit managing the Contract. Said approval shall be granted upon completion, on ENEL's part, of any required verifications set forth in the Law or in the Contract to the purpose of ascertaining the conformity of performance to Contract stipulations.

10.2.8. The payment of invoices, via bank transfer, shall be issued, at a fixed value date for the beneficiary, on the third last banking day of the month in which the 60-day term is due, end of month from date of invoice reception, if the invoices are submitted via Web EDI; a 90-day term shall apply if the invoices submitted in PDF/TIF copy, on the condition that the invoices are conveyed to ENEL with the identification data of the invoicing authorization (invoice approval). In the event that the identification data of the invoicing authorization is not recorded on the invoices, the same shall not be accepted nor shall they be accounted for in the reckoning of the receipt date.

10.2.9. If payment date, as defined above, falls on a Monday or a Tuesday, payment shall be rescheduled to Wednesday provided it is a working day; otherwise the payment date shall remain unchanged.

10.2.10. In the event of late payment beyond specified terms per Contract, where such delay is attributable to ENEL, interest shall be due to the Contractor, computed at the rates defined below:

1. For the first semester of the year concerned, statutory interest shall be due in accordance with the interest rates in force on January 1, of the current year;
2. For the second semester of the year concerned, statutory interest shall be due in accordance with the interest rates in force on July 1, of the current year.

The interest rates described in previous point 1. and 2. shall be applied according to the rates published in the Official Gazette of the Italian Republic by the Ministry of Economy and Finance, on the fifth (5th) business day of each calendar semester.

Interest due for late payments is calculated, without notice of default, from the day after the payment due date per Contract.

10.2.11. If a creditor proves that he incurred costs for recovery of the debt, he is entitled, without the need of a formal notice, to a lump sum of € 40 (forty euros) as compensation for damages. In any case the creditor can prove the major damages, if present, which may include the costs incurred for the recovery of the debt.

11. FINANCIAL FLOWS TRACEABILITY¹

11.1. The Provider shall comply with all the provisions set forth in art.3 of Law, n.136 (Financial flows traceability) dated August 13 2010, as amended by Legislative decree N. 187 dated November 12, 2010, transformed by Law N.217 dated December 17, 2010.

11.2. Specifically, to ensure financial flow traceability aimed at preventing criminal infiltration, the Provider, sub-Providers of the production chain, as well as public and European fund brokers, involved in any capacity in the Contract, must use bank or post office accounts held at banking institutions or at Poste Italiane Spa, which must be dedicated, even if not exclusively, to the Contract - notwithstanding the provisions stipulated under comma 5 of the aforementioned art.3.

11.3. Furthermore, all financial operations related to the Contract and the management of the aforementioned funding, must be registered on dedicated checking accounts and, except for the provisions stipulated under comma 3 of the aforementioned art.3, must be executed exclusively via bank or mail transfer, or by means of any other instruments of collection or payment suitable to ensure full traceability of the operations.

11.4. The Provider is required to submit to the relevant Administrative Units of ENEL, the identification data of the dedicated current account cited above within seven days from the opening of the same or, in the event of existing

¹ This clause applies exclusively to contracts awarded in accordance with the provisions of Legislative Decree 163/2006 (Code of public procurement contracts).



current accounts, from the time of execution of the first financial transaction related to the Contract and, on the same terms, the personal identification data and tax identification number of all persons authorized to operate on the same.

11.5. Similarly, and with the same procedure, the sub-Provider via the Provider, is required to submit the aforementioned data to the Enel Unit managing the Contract.

11.6. The Provider or the sub-Provider who obtains information about its counterparty's infringement of financial traceability obligations shall give notice of the same to ENEL and the Local Representative of Central Government.

11.7. The Provider is obligated, moreover, to include in any and all contracts with his sub-Providers a similar clause, by which they agree to comply with the requirements of financial flows traceability described in the aforementioned art.3, Law August 13, 2010, n.136.

11.8. In the event of violation, on the Provider's part, of even one of the obligations set forth in art.3 of Law 13, August 2010, n.136 or in the present article, the Contract shall be deemed immediately terminated by Law, pursuant to and by effect of art.1456 of the Italian Civil Code.

11.9. In the event that, in addition to the CIG (Contract Reference Number), mandatory issuing of a CUP (Project Reference Code) is required, ENEL shall provide said code to the Provider, who shall report it on all related transactions.

12. TAXES

12.1. While paying Providers for services received, ENEL shall withhold amounts in accordance with tax and contributions legislation (with fiscal effect) applicable in the Provider's country of residence and/or under any other law applicable to this Contract.

12.2. The Parties mutually undertake to fulfil all obligations, to deal with all the paperwork and deliver all documents necessary for the proper payment of taxes, including withholdings and other legal obligations applicable to the Provider, complying with the procedures provided for by the law.

Similarly, the Parties undertake to cooperate in obtaining exemptions or other tax benefits applicable to the Contract. If, due to a lack of diligence or any other cause attributable to the Provider, ENEL loses an entitlement to a tax benefit, it may discount the amount of the tax benefit it has not been able to take advantage of from the amount due to the Provider.

All the taxes, duties and fiscal obligations relating to the subject matter of the Contract (including registration tax and stamp duty) shall be paid by the Provider.

12.3. Should an agreement between the Provider's country of residence and the country of residence of the ENEL Group companies be in place in relation to the avoidance of double taxation, and the Provider invoke the application of the provisions of such an agreement, it must provide ENEL with its certificate of residence (or any other declaration/certificate necessary for the application of conventions against double taxation) certifying its tax residence for the purposes of the provisions of the relevant agreement; for the purposes of classification of the type of income under the Convention against the double taxation, the Provider shall take into account the interpretation in force in the country in which the ENEL Group companies are located. This certificate is, in principle, valid for one year, unless the legislation of the country in which the ENEL Group companies are located establishes a shorter period. In any case, when the validity of each certificate expires, the Provider shall submit another valid certificate.

13. TRANSFERABILITY OF CREDITS

13.1. The transfer of credits deriving from the contract shall be allowed only in respect of banks and financial intermediaries entered in the special registers of Legislative Decree 1 September 1993, n. 385 and Enel Factor S.p.A..

13.2. The notification to Enel of the transfer of credit deriving from the contract must be signed using a digital signature certificate, and sent through the PEC address of the interested Enel Group Company², stated in the contract, not later than 30 days before the deadline for the payment of the invoice for the transferred credit.

13.3. It is understood that ENEL reserves the right not to pay the transferred invoice if the transferee does not result in meeting the requirements of the first paragraph of this Article.

² Enel Group Company that stipulates the contract or in the name and on behalf of which it has been stipulated.

14. INTELLECTUAL PROPERTY

14.1. The Provider shall guarantee ENEL, at all times and, if requested, that it shall undertake to prove with documentation, the legitimate use of trademarks, patents, utility models, industrial designs or necessary licenses on said rights, such as a compulsory license for carrying out business activities, when it requests special authorization for the performance of the contractual services, and that these trademarks and licenses do not infringe the rights of third parties.

In the case of licenses, they must be registered with the offices of the competent authorities, and ENEL reserves the right to ask the Provider to produce the documentation and/or any certificates.

The Parties agree that, as for ENEL's products, samples or technical specifications that are delivered by ENEL to the Provider in order to perform the Contract, the Provider: (i) may not in any way copy, reproduce, process, translate, modify, adapt, develop, decompile, dismantle, subject to reverse engineering operations (or, in any case, subject to operations intended to extract the source codes) – in full or in part – any such ENEL products, samples or technical specifications, and (ii) shall ensure that the aforementioned prohibitions are complied with also by the authorized persons involved and possibly to be involved in the performance of the Contract by the Provider.

14.2. The Provider is responsible for obtaining concessions, permits and authorizations required by the holders of patents, models and related trademarks, as well as intellectual property rights. The Provider shall be responsible for payment of any royalties or fees due on this basis.

14.3. The Provider shall release ENEL from any liability for infringements of intellectual property rights that may occur and undertakes to do everything necessary to hold ENEL harmless with regard to any claims or lawsuits against it, and also undertakes to compensate ENEL for all losses or damages, whether direct or indirect, arising from claims or by subpoena.

Any claims, whether judicial or extrajudicial, made against the Provider by third parties relating to intellectual property rights, shall be immediately reported to ENEL.

14.4. ENEL shall own all of the documents, drawings, plans, computer programs, as well as copies thereof, it provides to the Provider for the performance of the contractual services, as well as inventions, patents, utility models and other industrial property rights that are or will be necessary for the performance of the contractual services based on documentation provided by ENEL to the Provider. The Provider shall use them solely for the purposes of performance the Contract and must return them to ENEL, at all times taking appropriate precautions in relation to the processing, use and transfer of data to ensure security and non-disclosure, pursuant to clause 15 "Confidentiality" below.

14.5. The intellectual property rights, the technology and methodology resulting from the services performed by the Provider and the records that are created belong to ENEL, without giving the Provider any right to increase the price specified in the Contract for the said service.

14.6. The drawings, documents, plans, computer programs as well as copies thereof, and in general any results (and related industrial and intellectual property rights, including but not limited to patent applications, pending patents, database rights, copyrights, trademarks, trade and industrial secrets rights and any applications thereto on a worldwide basis, software designs and models, know-how) generated by the Provider during the performance of the Contract (the "Foreground IPRs") shall exclusively belong to ENEL, which will also automatically become the owner of any relevant working in progress, from time to time generated during the performance of the Contract. Each Party recognizes and agrees that each Party's Background IPRs shall remain exclusive property of such Party and the other Party shall have no claim in relation to any such right; such Background IPRs mean all present and future industrial and intellectual property rights, including but not limited to patent applications, pending patents, database rights, copyrights, trademarks, trade and industrial secrets rights and any applications thereto on a worldwide basis, software designs and models, know-how, pertaining to each Party before the signature of this Contract or successively acquired in parallel projects outside of the scope of this Contract. Therefore, if the Provider shall use its Background IPRs for the performance of this Contract, any Foreground IPRs belonging to ENEL shall be limited to the add-ons (the "Add-Ons"), which are the additional parts (generated by the Provider in performing the Contract on the basis of its Background IPRs) that do not, in any way, include or contain any of its Background IPRs. The Parties shall agree in writing the list of the issues constituting such Add-Ons previously and/or within 30 (thirty) days after the expiry or termination of the Contract.

14.7. The marketing methods and the manner in which technology covered by the Contract is distributed to third parties, as well as any benefits arising thereof, are regulated by the Contract.

14.8 In case of breach by the Provider of the obligations related to industrial and intellectual property referred to in this article, ENEL has the right to terminate the Contract, pursuant to and by effect of art.1456 of the Italian Civil Code, without prejudice to its right to every action and compensation for any damages it has suffered.

15. CONFIDENTIALITY.

15.1. All elements that Enel makes available (verbally, in writing, in electronic format or in any other way) for the purposes of and/or while performing the contract, as well as all documents, information, specific knowledge (irrespective of how it has been collected, obtained or developed with regard to the contract) may only be used for the purposes of performing the contract itself and are confidential.

They may not be published or circulated without Enel's express written permission, with the exception of cases where the Provider is legally obliged to do so or when requested by a Public Authority or when refusing to do so is illegal.

Further information may also be considered as having been made available by Enel (and which the Provider therefore may not divulge).

Such further information includes any and all information made available to the Provider by Enel's directors, managers, employees or Enel affiliates (and associated directors, managers, employees) who have had access to the information or have been involved in the process of making it available ("Enel Representatives").

For the purposes of the present document:

- The term "affiliate" refers to any company controlled by Enel or by Enel together with other parties, for as long as such control exists and during the period in which the information is made available;
- The term "control" refers to the direct or indirect ability to direct the company strategy and all cases in which any Enel Company which possesses more than fifty percent (50%) of the share capital or voting shares, either directly or indirectly, or in cases in which Enel may be considered the "Controller" of a specific company.

Information that must remain confidential also includes any information regarding ENEL or ENEL representatives' products/samples/technical specifications, which may have been made available to the Provider by ENEL or ENEL representatives during the performance of the Contract.

The Provider may not, without written permission from ENEL, (i) copy, reproduce, translate, modify, adapt, develop dismantle, separate, perform reverse engineering operations (or any operations for the purpose of extracting the source codes) - either completely or partially – from such products/samples/technical specifications and (ii) must ensure that the above - mentioned restrictions are also complied with by Provider's Representatives.

This obligation to maintain confidentiality also applies to economic, financial and technical documents as well as strategic plans, processes, patents, licences or any other information that either of the Parties has provided with regard to performing the Contract.

The following types of information are excluded from the obligation to maintain confidentiality:

- (a) Information which becomes generally available to the public as a direct or indirect consequence of the obligation to maintain confidentiality having been violated or ignored;
- (b) Information that the Party who receives it can prove it already had before or at the beginning of the performance of the Contract;
- (c) Information that the Party who receives it can prove it received from third Parties not subject to confidentiality agreement.

15.2. In addition to ensuring that the information and data provided are complete, the Provider (i) must restrict the publication of information reserved exclusively to these Representatives who genuinely need to have it due to their involvement in performing the Contract ; (ii) will oblige the Provider's Representatives to comply fully with the obligation to maintain confidentiality stipulated in this paragraph; (iii) will be held responsible for any action or omission by the Provider's Representatives which leads to any violation of the obligation to maintain confidentiality.

Any and all information and data provided may only be used for the purposes of performing contractual activities, in compliance with current legislation on protection of personal data (D. Lgs. 30/6/2003 n. 196), ENEL reserves the right to take any legal action it considers necessary in order to defend its interest in case of any violation of the obligation to maintain confidentiality.

15.3. The Provider is obliged to create and manage logical and physical data – using the best techniques and international best- practices available in order to ensure the protection of such data from destruction, manipulation, unauthorized access or reproduction and, after the contract has expired, return any and all data, documents and information provided by ENEL or in its possession for the purposes of performing contractual activities, in addition to destroying all copies and archives it may have, unless it has received written permission to the contrary from ENEL.

15.4. Both Parties must ensure that no confidential information is divulged during the performance of the contract and for a period of five (5) years after it has expired, except where this is unnecessary for the performance of the contract or where required by law or by a Public Authority. When necessary, the Party which is asked to divulge confidential information must notify the other Party of this request (when legally possible) immediately, in order that the latter may take whatever action is necessary in order to protect its rights. The Parties shall only divulge information required by law and must obtain a statement from whoever receives the information that it will remain confidential.

15.5. If the information referring to or attached to the present Contract are classified by Enel as "highly confidential" the following rules must be applied:

- the password required to access IT Systems must be personal/individual, kept secret and changed every sixty (60) days;
- access to IT Systems must be restricted to software/tools provided specifically in order to perform the activities required;
- using network services or connections for purposes not related to the activities to be performed is forbidden;
- any transactions performed using Enel IT Systems must not violate applicable local law;
- the workstation utilized (permanent or temporary) may not be connected to internet services other than those provided/authorized by ENEL and must have the required antivirus software installed. All measures must be taken in order to prevent the spread of viruses, malware and any other illicit software which may cause interruptions to service or loss of data;
- any email accounts, file saving or communication platforms (including social networks) must be provided or explicitly authorized by ENEL;
- sensitive data must be stored, transmitted or cancelled using suitable encoding software;
- modifying the System set-up in order to avoid security checks is forbidden.

15.6. Both Parties shall agree in writing regarding the content, means of communication and publication date of any press articles, news items or communications of any type which regard the Contract or any issues/information connected to it.

15.7. Confidentiality does not apply to any information made public before the expiry date of the Contract, or which becomes public at any time thereafter, if not caused by a violation of the confidentiality requirements by one of the two Parties.

15.8. Both Parties acknowledge and agree that damages may not represent sufficient compensation for the violation of confidentiality and that the Party that suffers the violation will have the right to attempt to obtain further and other remediation or prevent any possible violation or danger of such violation.

This type of remediation will not be considered the sole remediation but it will be in addition to any other forms of compensation in compliance with the applicable law.

In any case of confidentiality requirements violation, Enel can decide to terminate the Contract, pursuant to and by effect of art.1456 of the Italian Civil Code, and in addition can propose an action aimed at obtaining compensation for damages.

15.9. With reference to the above, ENEL reserves the right to perform periodic checks, with special attention to the security measures applied in cases where there is information considered and / or classified by ENEL as confidential.

15.10. At any time, if required by ENEL, the Provider shall return or destroy, or request that its representatives return or destroy, all copies of confidential information in writing or otherwise in its possession or its representatives' possession; Furthermore, the Provider will make all reasonable efforts or will request its representatives to make all reasonable efforts to return or destroy any associated data, stored in electronic format, and will confirm the destruction of such to ENEL within fifteen (15) days from the request.

15.11. Each Party acknowledges and agrees that the confidential information is and remains the exclusive property of the disclosing Party and its Representatives. Nothing contained in this Contract may be understood - unless it is expressly provided for and indicated in writing - as granting or conferring any license fee, either expressly or implicitly, or anything else regarding a possible intellectual property of the Party that discloses information concerning it, such as but not solely the rights of the Party that discloses in terms of patents, copyrights, inventions, discoveries or improvements made, conceived or acquired, both before and after the performance of this Contract.

16. EXECUTION

16.1. The Provider must, at his own expense, do all things necessary to ensure that the services are performed in accordance with the provisions of this Contract and shall observe the indications given by ENEL in this regard.

16.2. The Provider shall be obliged to appoint, communicate to Enel and to maintain, throughout the performance of its activities under Contract, one or more Representatives with full power to ensure the proper contract execution, acting as focal point for any aspects related to the contract in scope.

16.3. ENEL undertakes to provide, if requested by the Provider, all necessary data for the performance of the activities covered by the Contract. If the data provided by ENEL is insufficient or incomplete, the Provider undertakes to request missing information.

16.4. ENEL has the right to check and verify the exact fulfilment by the Provider of all obligations undertaken under the contract and all instructions issued by ENEL, as well as the proper and timely performance by the Provider of all activities necessary for the execution of the Contract in a skilful manner, and in accordance with the terms and conditions set forth in the Contract.

Without prejudice to its right to terminate the Contract, if ENEL, at the outcome of said checks, in any manner and at its sole discretion, determines that there have been breaches in the exact execution of the Contract - also consisting of errors or inaccuracies – the Provider shall remedy the deficiencies at its own expense; no contractual deadline will be postponed while the Provider remedies its deficiencies.

16.5 If required by the contractual documents, the Provider must compile and deliver a progress report to ENEL.

ENEL may, at any time, check the contents of the progress report in order to verify fulfilment of the contractual obligations.

16.6 The Provider shall be responsible for any additional costs and any other expenses that may result from contractual activities for reasons attributable to the same.

17. “ANTI-MAFIA” LEGISLATION, SUBCONTRACTING AND CONTRACT TRANSFER.

17.1. The contract must be executed in pursuance of all the provisions set forth in the laws related to the prevention of mafia-type criminal activity.

17.2. Subcontracting is not allowed.

17.3. Failure to comply with the stipulated aforementioned obligations shall result in Contract termination, pursuant to and by effect of art.1456 of the Italian Civil Code.

17.4. The transfer of the Contract, or of parts of the same, by the Provider is not allowed.

18 DUTY REGARDING PROFESSIONAL’S INSURANCE³ ⁴.

18.1. In compliance with art. 5 from DPR 137/2012, the Professional must stipulate adequate insurance for damage caused to ENEL while performing the professional activity, including activities of custody of documents and valuables received by ENEL itself.

The professional should inform ENEL, at the time of the assignment, the terms of the professional insurance, its ceiling and every subsequent change by producing of insurance certificates proving the existence of insurance coverage (which shall contain: the terms of the insurance, the insurance company, the activity of the insured, Enel Contract number, the period of effectiveness, the regular payment of insurance premiums that have occurred, the ceilings, the relief and overdrafts and the main exclusions of warranty).

³ The Professional is the Provider Natural Person.

⁴ This clause applies to contracts with the professionals who carry on a “regulated profession”, as defined by Presidential Decree 137/2012, Chapter I, Article 1, letter a). For “regulated profession” is considered the activity or set of activities whose exercise is allowed only after registration in orders or colleges successively to the verification of professional qualifications or specific skills.

18.2. The insurance professional must last at least the duration of the assignment.

To this end, the professional will also produce appropriate documentation evidencing the renewal of insurance coverage eventually due or insurance certificates attesting to the signing of insurance coverage as well as replacement in time, all related receipts of payment.

It is understood that the existence, validity and effectiveness of the insurance policies referred to in this Article shall constitute an essential condition of effective engagement and, therefore, where the professional is unable to prove at all times insurance coverage, ENEL may terminate the contract pursuant to and by effect of art. 1456 c.c..

19. SUSPENSION, WITHDRAWAL AND TERMINATION.

19.1. Suspension

19.1.1. If, for any reason, ENEL considers necessary or is obliged to suspend all or part of the activities covered by the Contract, it shall send a written communication to the Provider, stating the cause and providing an estimate of its duration.

Therefore, with effect from the date specified in the communication, the Provider must cease the performance of activities and all its other obligations arising from applicable law and/or established in the Contract.

In this case, the Provider shall not be entitled to any remuneration or compensation for the higher costs associated with the suspension.

The resumption of activities must be communicated by ENEL in advance, in writing, to the Provider, and it must take place not later than the date specified therein.

The Provider shall be entitled to payment, as defined in the Contract, for the activities it has already carried out. Payment of activities not provided for in the Contract which, at the time of notification, are in an advanced state of execution, shall be negotiated by the Parties.

19.2. Withdrawal

19.2.1. ENEL, pursuant to and by effect of art.1373 of the Italian Civil Code, may withdraw from the Contract at any time and regardless of the progress of the contractual activities. In particular, Enel may withdraw from the Contract whenever has in its possession information regarding the loss of the requirements of honesty by the Provider.

Withdrawal must be communicated in a signed deed with proof of receipt and shall take effect from the date of receipt. ENEL shall communicate which activities must be completed and which must be stopped immediately. The activities are regularly performed until the date of withdrawal shall be compensated in accordance with the contractual prices. Activities which have been interrupted, and those not yet performed, shall be subject to reimbursement of documented expenses for existing and irrevocable commitments without financial consequences, or the documented value of the consequences thereof, if the latter is more favourable to ENEL.

19.2.2. Even in the event of withdrawal, the Confidentiality obligations, indicated in the related article, shall be not prejudiced.

19.3. Termination for reasons attributable to the Provider

19.3.1. ENEL may terminate the Contract, pursuant to and by effect of art.1456 of the Italian Civil Code, in the following cases:

- a) dissolution, transformation, reduction of capital or significant changes in the Provider's governing bodies, if such changes have a negative effect on the execution of the Contract or contravene the provisions of clause 21, "Ethical conduct rules";
- b) decrease in financial capacity or financial solvency that affects the normal and regular fulfilment of the Provider's obligations;
- c) non-performance of all or part of the services by deadline (including interim or partial deadlines) stipulated in the Contract;
- d) non-compliance with the terms and conditions stipulated in the Contract;

- e) impossibility for the Provider to obtain timely certificates and approvals required for the proper performance of the Contract related to its activities while the Contract is in force.
- f) failure to fulfil obligations related to intellectual property, confidentiality and the processing of personal data, in accordance with the law applicable to the Contract;
- g) ascertainment, at any time after the signing of the Contract, of the falsity of information and declarations provided by the Provider related to the fulfilment of the legal, economic, financial, technical or contractual conditions;
- h) refusal by the Provider to begin the performance of activities under the Contract;
- i) refusal by the Provider to resume the performance of activities under the Contract which ENEL - for whatever reason - had ordered to be suspended, where ENEL has ordered them to be resumed;
- j) carrying out by the Provider of repeated acts that are harmful to ENEL'S image;
- k) loss of the requirements of honesty by the Provider;
- l) if it is determined, as attested to by a final judgment no longer subject to appeal, that the Provider⁵ has committed regulatory offenses and/or one or more violations of Legislative Decree 231/2001;
- m) breach of the obligations of the Provider on the subject of health and safety of the workers stated in the article 5.2.

Should the Provider not inform ENEL of the situations described above, and without prejudice to the right of the latter to terminate the Contract, ENEL may suspend payments due to the Provider in order to fulfil contractual obligations with third parties arising from non-execution of the Contract by the Provider.

19.3.2. In the cases described above, ENEL may terminate the Contract from the date it sends a written communication - also in an electronic format, where this is provided in the Contract - to the Provider, or require the Provider to comply, without prejudice to the right to claim compensation for any damages or injury it has suffered.

19.3.3. In all of the above cases, ENEL may, without prejudice to its right to apply penalties and/or to take legal action in relation to its right to compensation for damages and prejudice, take the following steps:

- a. suspend payments still due to the Provider;
- b. enforce any financial guarantees provided by the Provider.

20. COMMUNICATIONS.

20.1. Communications between the Parties shall be in writing, at the address, under the terms and modalities stated in the Agreement.

Unless otherwise provided in the Agreement, the communications between ENEL and the Provider are considered valid only if made in writing to the person individuated as "Contract Manager".

20.2. ENEL reserves the right to use electronic procedures for the exchange of documents relating to the Contract.

20.3. The Provider shall abide by and promptly give effect to all communications it receives from ENEL, without any further formalities.

20.4. The Provider has the obligation to promptly report to ENEL any changes to its data (such as: VAT number, address, company name, etc.) or changes in ownership/corporate shareholding.

21. ETHICAL CONDUCT RULES.

21.1. Introduction

21.1.1. In conducting its affairs and in the management of its relationships, the ENEL Group complies with the contents of its Code of Ethics, the Zero Tolerance Plan against bribery, the Human Rights Policy and with its

⁵ Legal Person.



Organizational Structure, pursuant to Legislative Decree 231/2001, all of which may be consulted at the following address

<http://www.ENEL.com/it-IT/governance/>

The Provider shall comply with equivalent principles in conducting its business activities and in the management of its relationships with third parties.

The Provider declares that it takes note of the commitments assumed by ENEL with its Code of Ethics and declares that it undertakes to comply with legal regulations regarding the issue of the protection of child labour and women; equal treatment; the prohibition against discrimination; abuse and molestation; freedom of association and representation; forced labour; safety and protection of the environment; hygienic sanitary conditions; as well as compliance with current laws regarding salaries, pension and social security contributions, insurance, tax, and all of this in regard to all the workers employed in any capacity to execute the Contract. ILO conventions or regulations in force, will be applicable in the country where the activities are performed, in case they are more restrictive.

In this respect, ENEL reserves the right to carry out any verification and monitoring activity aimed at checking compliance with the above-mentioned obligations by the Provider and to terminate the Contract with immediate effect if it ascertains that the above-mentioned obligations have been breached.

ENEL adheres to the Global Compact, and in compliance with the tenth Global Compact principle, it intends to pursue its commitment to the fight against corruption in all its forms. Therefore, ENEL prohibits any promises, offers, or requests of illegal payments, in cash or other benefits, with the objective of gaining an advantage in its relationships with stakeholders, and this prohibition is extended to all its employees. The Provider declares that it takes note of the commitments made by ENEL and is obliged not to make any promises, offers or requests of illegal payments in executing this contract in the interests of ENEL and/or for the benefit of its employees.

If these obligations are breached, ENEL reserves the right to terminate the contract, and to require the Provider to pay compensation for damages.

21.2. Conflict of Interest

21.2.1. While performing the Contract, the Provider is obliged to exclusively consider ENEL interests, ensuring that there are no situations that might lead to the occurrence of any conflict of interest in relation to the activities to be performed.

For the duration of the Contract, the Provider undertakes to behave appropriately to avoid conflicts of interest. If any situation which might generate a conflict of interest arises - without prejudice the right of ENEL to terminate the Contract pursuant to and by effect of art.1456 of the Italian Civil Code - the Provider agrees to promptly inform ENEL in writing and to comply with the reasonable instructions of the latter, which shall be given after consultation and the assessment of the needs specified by the Provider.

The Provider is obligated to forward to ENEL the statement provided in Attachment no 2 or no 3 of the present document, duly undersigned.

21.3. Company Health & Safety Clause

21.3.1. For ENEL, the protection of health and safety and physical and psychological integrity of persons, is not only a legal obligation but a moral responsibility, towards its employees and its Providers.

The goal of ENEL is to achieve a working environment with "Zero Accidents". In ENEL, no work can be done compromising safety. For this reason, as established in the Stop Work Policy, any risk situation or unsafe behavior will determine the suspension of work and the restoration of safety conditions.

ENEL is strongly and constantly engaged in promoting and consolidating a culture of health and safety, promoting a greater focus and awareness of the risks and encouraging responsible behavior on the part of those who work with us and for us.

The principles of Declaration of Commitment to health and safety and of Stop Work Policy can be found at the following addresses:

<http://globalprocurement.enel.com/it-IT/documents/documentation/safety/>

Providers, in the performance of business activities, are expected to behave in line with the principles set out therein.

21.4. Special ex parte declaration “D” “Crimes against individual personality”⁶

21.4.1. The Provider, with regards to the provisions set forth in art. 21.1. “Introduction” pertaining to the protection of individual personality rights, agrees to undersign the specific declaration described in Attachment no 4 and no 5 of the present document.

21.5. Confidentiality agreement and Regulations for the use of ENEL informations systems⁷

21.5.1. The Provider agrees to comply with the obligations stipulated in Attachment 6 of the present document. The Provider is obligated, moreover, to forward to ENEL the declarations contained in said Attachment, duly undersigned.

22. GLOBAL COMPACT.

22.1. The Provider undertakes to take ownership and fully comply with the principles of the Global Compact, ensuring that all activities carried out by its own personnel, comply with the above-mentioned principles.

22.2. The following are the principles of the Global Compact:

a) HUMAN RIGHTS.

One: Any business must support and respect the protection of internationally recognised human rights in conducting their business activities.

Two: Any business must ensure that they do not take part in human rights violations.

b) WORK.

Three: Any business must support freedom of affiliation and the effective recognition of the right to collective bargaining.

Four: Any business must support the elimination of all forms of forced labour carried out under duress.

Five: Any business must support the elimination of child labour.

Six: Any business must support the elimination of discriminatory practices in employment and education.

c) ENVIRONMENT.

Seven: Any business must conduct their affairs in a preventive manner to avoid potential damage to the environment.

Eight: Any business must support initiatives to promote greater environmental responsibility.

Nine: Any business must encourage the development and dissemination of technologies that respect the environment.

d) CORRUPTION.

Ten: Any business must work against corruption in all its forms, including extortion.

22.3. The Provider undertakes to comply with applicable current legislation, bound by the above-mentioned principles, and undertakes to inform ENEL of any situation which may result in failure to fulfil these principles, as well as the plan to remedy such situations.

22.4. For the duration of the Contract, the Provider agrees to allow ENEL to verify the degree of compliance with the requirements of this clause. ENEL may terminate the Contract, for reasons attributable to the Provider, in cases in which it is justifiably and sufficiently aware that the Provider has violated any of the above-mentioned principles.

⁶ The declaration is required in the following circumstances (1) contracts with Provider that use personnel from non-EU Countries (2) contracts with Internet Provider relating to the supply of digital content.

⁷ The clause applies to contracts involving access to ENEL premises and/or access and processing of data and information related to the ENEL Group as well as the use by the Contractor of ENEL information systems.

23. PROTECTION OF PERSONAL DATA

23.1. Pursuant to and by effect of Legislative decree 30/6/2003 n. 196 and its subsequent additions and/or amendments (Personal Data Protection Code), all personal data mutually acquired in the context of procedures related to the awarding of the Contract, as well as those processed for purposes strictly related to the management and execution of the Contract, or to comply with legal obligations, or for activities related to the promotion of commercial services, shall be collected and processed in hard-copy and by means of automated computer systems.

Said data shall be stored for the length of Contract duration and subsequently to its expiration for a period of time not exceeding the terms stipulated under applicable laws.

To this end, it is hereby specified that:

- the acquisition of requested data, as and when, for purposes related to the stipulation and management of the Contract is an essential condition for the establishment and fulfillment of contractual relationships; refusal to consent to the processing of said data shall result in the impossibility to stipulate and execute the Contract. Data acquisition for the promotion of commercial services shall be optional;
- the personal data acquired, as well as the data processed, must be notified to Companies subject to management and coordination of ENEL S.p.A. or associates thereof and shall not be notified/disclosed to third parties except where permitted by law. Furthermore, the personal data acquired, as well as the data processed, may also be subject to disclosure to third-party companies appointed, as data processors, to carry out monitoring of the documentation relating to the Provider;
- if the Provider (and/or other parties concerned, such as proxies, contract referring persons, etc.) is an individual entity, he has the right to exercise, in regards to the existence and processing of its personal data, the rights provided under art. 7 of Legislative Decree no. 196/2003, and subsequent amendments;
- the data processing controller is understood to be the Commissioning Company of the ENEL Group, represented by its temporary legal representative;
- the data processor in question is the pro-tempore Head of the Procurement Area of Enel Italia Srl, headquartered in Viale Regina Margherita 125 - 00198 Rome.

23.2.⁸ By signing the Agreement and throughout its entire duration, ENEL, as data controller, appoints the Provider, who agrees, pursuant to Art. 29 of Legislative Decree no. 196/2003 as amended, to be the "Data Processor" for the processing of personal data necessary for the performance of the Agreement. The Provider undertakes to carry out such operations in accordance with the obligations imposed by law and the instructions issued by ENEL which, also by means of periodic checks, will supervise the strict compliance with the aforementioned instructions.

In particular, given that the data processor, in relation to the experience, skills and trustworthiness the same declares to possess, has provided adequate guarantees in full compliance with applicable provisions on the subject of data processing, its tasks and responsibilities are defined, by way of illustration, as follows:

- personal data must be processed in a legitimate and appropriate manner, solely for purposes related to the Contract, in full compliance with legal requirements on this subject and the provisions issued by the Italian Data Protection Authority (measures, guidelines, etc.);
- all the security measures set forth in part I, title V of the Code and its related technical procedural guidelines, as well as any other prevention measure, shall be implemented and complied with, adequately cooperating in the implementation of said measures, to the end of ensuring data confidentiality and security, and minimizing the risk of data destruction or accidental loss;
- all necessary informations for the execution of the Contract and any database supplied by the data controller, must be stored in controlled access archives limited to personnel specifically assigned by the Data Processor to the processing of data and, in any case, according to the directives provided at that time by the data controller;
- all necessary instructions and adequate training must be given to the persons assigned to the execution of the Contract, operating at the Data Processor, which are hereby named "Persons in charge" of the processing and shall be required to comply with the provisions set forth in Legislative Decree n. 196/2003, placing particular and specific attention on the prohibition of illegitimate disclosure and dissemination of processed data, as well as any other directive imparted by the data controller;

⁸ The clause applies in the event of contracts entailing personal data processing by the Provider, in which the Commissioning ENEL Company acts as data controller, for instance, Clients, other suppliers, etc.

- the data controller must be informed of any request to access data submitted by interested parties or any instructions issued by the Italian Data Protection Authority or the judicial authority, or any inspection operations these may undertake in connection with the processing of data within the scope of the Contract.

Finally, the data processor shall indemnify, in any and all cases, the data controller from any claim of compensation for damages that may be staked by third parties due to the breach of obligations deriving from the present article and all the legislative and regulatory provisions related to privacy protection.

The aforementioned appointment as Supervisor will be integrated with a separate and more detailed document attached to the contract and will be automatically revoked upon expiration of contractual relationship or upon termination of the same for any cause.

24. APPLICABLE LAW AND JURISDICTION

24.1. The Contract shall be governed in accordance with the Italian laws.

24.2. Any disputes that may arise between the Parties concerning the interpretation or performance of the Contract, the competent court shall be the court of Rome.

24.3. Notwithstanding the above, the Provider shall indemnify and hold harmless Enel against any liability and against any charge that may arise, as well as any legal action brought by third parties, in any way connected with the performance of the Contract.

ATTACHMENT 1

ANTI CORRUPTION LETTER

[Date]

[ENEL Spa or ENEL's subsidiary]

Ref.: Contract..... (hereinafter referred to as "Contract")

Subject: Anti-corruption legislation

I, the undersigned born in (City and State) on (date of birth), resident in (city)....., (street and number)....., Tax Code (or equivalent.....), Vat Code (in case of a company, acting as legal representative of – hereinafter, "the Company" - with its registered office in..... Vat Code)

confirm

that my business/the conduct of the Company is committed to ethical values and professional standards which include, among other things, principles of good faith, correctness, transparency and honesty. Therefore, legal representatives and members of the Company's corporate bodies as well as its employees/collaborators are expected to act professionally, with integrity and in compliance with applicable laws and regulations, in order to ensure compliance also with applicable anticorruption laws, including by way of example, Italian Anti-corruption Law N. 190/2012, the US Foreign Corrupt Practices Act, as well as other laws against corruption adopted internationally for implementing international treaties against corruption, such as the Convention on combating bribery of foreign public officials in international business transactions and the United Nations Convention against Corruption.

In connection with the subject matter of the Contract, I declare that:

€ [Natural Person] I shall make best efforts, as well as my employees, to materially comply with the aforementioned anti-corruption legislation.

€ [Legal entity] the Company, including Persons entitled*, shall make best efforts to materially comply with the aforementioned anti-corruption legislation¹

* Persons entitled: each member of the managing body of the Company, each managing director of the Company, and every person employed by the Company, who is primarily responsible for professional services provided to Enel

¹ By way of example and without prejudice for the specific type of corruption established by the legislation applicable within the countries where Enel Group is present, the following is deemed a significant criminal behavior: (i) offering, promising, giving or paying money, directly or through an intermediary, or any other undue advantage to a public officer or any other third party, and (ii) accepting, directly or through an intermediary, any request of gift by a public officer or third parties, as well as (iii) accepting, directly or through an intermediary, money or any other undue advantage from third parties against the applicable anticorruption legislation.

ATTACHMENT 2

TO THE DECLARATION REGARDING CONFLICT OF INTEREST¹ (LEGAL PERSON)

The
Company:.....
.....

as represented by its legal representative:

.....

being aware that:

- ENEL Group has implemented an Ethics Code and an Organisation Model pursuant to Legislative Decree no. 231/2001 and adopted the Zero Tolerance of Corruption Plan;
 - such documents express commitments and ethical responsibilities of ENEL group in the carrying out and management of relationships, and comply with the need of ensuring correctness and transparency conditions within the framework of the carrying out of corporate activities and relationships with third parties;
 - ENEL group aims at ensuring the utmost correctness, transparency and the complete traceability of the several purchase processes and the entities it is responsible for
- and that a false declaration may result in ENEL's right to terminate the Contract and claim damage compensation

DECLARES

1. that from the analysis of the composition of the share holding structure, its corporate bodies and any parent companies (including Trust companies and their beneficial owners), as well as any other data available to the Company²

There are/there are not³ :

- a) People covering senior management positions inside the Group's Companies (Directors, Executives with strategic responsibilities) or Auditors;
- b) People/bodies subject to the control of companies belonging to the ENEL group;
- c) with reference to entities/people set forth in point a) and b), non-separated spouse, direct second-degree relative, cohabitee, spouse' or cohabitee's children, dependant family members being relatives or relatives-in-law.

2. that the Managing Director (in case of SpA [Joint-stock companies]) / the Directors (in case of Srl [Limited Liability Companies]) / the associates (in case of partnerships) / entities with strategic liabilities inside the organisation structure (in all other cases) and/or its family members (non-separated spouses, first-degree relatives / relatives in law)

did not cover / covered⁴

¹ Public bodies are not required to provide this declaration. In the case of listed companies, banks and their subsidiaries, this declaration must be related to the managers on top of the legal entity (e.g. CEO, directors, members, etc)

² Any information released pursuant to this provision is acquired in accordance with the personal data protection regulation, based on inspections dating back to legal people owning single corporate stakes / shareholdings of the aforementioned company, as well as any other companies (even Trust Companies and their beneficial owners) who exercise the direct control over the declarant company

³ Please bar the non-concerned item. In case of even one of the aforementioned situations, please report the relevant detail information in the attached statement (item A). ENEL shall carry out the necessary inspections for the purposes of this statement.

⁴ Please bar the item that is not concerned. In case of even one of the aforementioned situation, please report the relevant detail information in the attached statement (item B). ENEL shall carry out the necessary inspections for the purposes of this statement.

during the last 36 months (24 months in case of family members) the office as “authentication officer” or “public official” for activities which involved, also indirectly, any companies of the ENEL Group (issuance of licenses, controls of any nature, etc.).

The undersigned Company shall undertake to promptly inform ENEL regarding any changes from the information transmitted with this declaration. Furthermore Being aware that ENEL can request any time the verification of the contents of this statement, the company shall undertake from now on to provide a valid documentation.

In witness whereof,

Date,

Company's Stamp

Signature of the Legal Representative

Personal Data Processing: policy and consent.

In accordance with the current personal data protection regulation, ENEL informs that the data supplied shall only be processed with reference to the supply and selection procedure of supplying companies, in order to ensure fairness, clarity and correctness for the purpose of preventing conflict of interests and **illegal behaviours**, in accordance with the provisions of the Ethics Code, the Organisation and Control Model, ex D.Lgs. 231/2001 and the **TZC plan** adopted by ENEL Group. You are entitled to access your data requesting for ENEL correction, integration thereof, or as the case may be, their Withdrawal or blocking.

Having acknowledged the information policy, I the undersigned, in my capacity as legal representative of the aforementioned company, hereby give my consent to the personal data processing within the limits and for the purposes of the information policy.

(Full and legible signature)

N.B. The signature of the owner or legal representative shall be accompanied, under penalty of exclusion, by a non-authenticated identity document of the underwriter (printer on both sides)

A. ATTACHMENT TO THE STATEMENT REGARDING CONFLICT OF INTEREST (LEGAL PERSON)

The Company

Represented by its legal representative

declares that from the analysis of the composition of the shareholding structure, its corporate bodies and any parent companies (**including Trust companies**), as well as any data available to the company, based on inspections **dating back to individuals** owning their single corporate stakes / shareholdings:

[Name]..... [Surname].....

Born in..... on..... Taxpayer's Code

Resident in [Address].....

Works in the Company as.....

Within the framework of ENEL group he acts in the capacity as:

Director of the Company belonging to ENEL Group

Executive having strategic responsibilities (please specify the concerned office)..... of the Company belonging to ENEL Group.

Employee of the Department (please specify the concerned office) acting as [Role / Qualification] of the Company..... belonging to the ENEL Group

Auditor of the company..... of ENEL Group

Relative / Relative-in-law within the second-degree of relativity/relativity-in-law /non-separated spouse /cohabitee/ spouse's or cohabitee's children/ dependant person being relative or relative-in-law with:

Name..... Surname

Working for the Company of ENEL Group with role / qualification.....

In witness whereof, Place and date, (Full and legible signature)

The undersigned Company hereby specifies that this declaration is released according to information acquired pursuant to the current regulation on personal data protection, **based on inspections dating back to individual owning the single corporate stakes / shareholdings**. The undersigned Company shall undertake to promptly inform ENEL regarding any changes from the information transmitted with this declaration. Furthermore Being aware that ENEL can request any time the verification of the contents of this statement, the company shall undertake from now on to provide a valid documentation.

In witness whereof,

Date,

(Full and legible signature)

Personal Data Processing: policy and consent.

In accordance with the current personal data protection regulation, ENEL informs that the data supplied shall only be processed with reference to the supply and selection procedure of supplying companies, in order to ensure fairness, clarity and correctness for the purpose of preventing conflict of interests and illegal behaviours, in accordance with the provisions of the Ethics Code, the Organisation and Control Model, ex D.Lgs. 231/2001 and the TZC plan adopted by ENEL Group. You are entitled to access your data requesting for ENEL correction, integration thereof, or as the case may be, their Withdrawal or blocking.

Having acknowledged the information policy, I the undersigned, in my capacity as legal representative of the aforementioned company, hereby give my consent to the personal data processing within the limits and for the purposes of the information policy.

(Full and legible signature)

N.B. The signature of the owner or legal representative shall be accompanied, under penalty of exclusion, by a non-authenticated identity document of the underwriter (printer on both sides)

B. ATTACHMENT TO THE DECLARATION OF CONFLICT OF INTEREST (LEGAL PERSON)

The Company

Herein represented by its legal representative..... declares that:

Mr. [Name].....Surname.....

Born in.....on..... taxpayer's code.....

Resident in.....[Address].....

Works in the Company as.....

a) ACTED in the capacity as “**authentication officer**” (pursuant to art. 357⁵ Criminal Code) or “**public official**” (art. 358⁶ Criminal Code), during the foregoing 36 at:

_____ qualification: _____

(Body/Institution)

_____ (_____) from _____ to

(Place)

(Province)

And in such capacity, DURING THE LAST 3 YEARS OF OFFICE:

1. DID not have relationships with ENEL Group;

2. HAD relationships with ENEL Group, AND DID NOT exercise authority or negotiation powers having as addressees companies belonging to ENEL Group: _____

(ENEL Company)

Due to the following reasons:

3. HAD relationships with ENEL Group, AND exercised authority or negotiation powers having as addressees companies belonging to ENEL Group: _____

(ENEL Company)

⁵ Art. 357 Criminal Code: “For the purposes of Criminal Law, authentication officers are those who hold a public legislative, judicial or administrative office. To the same effects, a public office is considered an administrative office governed by public law regulations and authorisation deeds, and being characterised by the public administration’s will or its carrying out by using authorisation or certifying powers.”

⁶ Art. 358 Criminal Code: “For the purposes of Criminal Law, public officials are those who on whichever basis provided a public service. Public service shall mean any activities governed by the same regulations as public office, but characterised by the lack of the typical powers of the latter, with the exclusion of simple ordinary tasks and the provision of merely material works”.

Due to the following reasons:

b) Has one of his/her **family members** (non-separated spouse, direct first-degree relative / relative-in-law)
Mr. [Name].....Surname.....

Born in.....on.....taxpayer's code.....

Resident in..... [Address].....

ACTED in the capacity as “**authentication officer**” or “**public official**” during the foregoing 24 months at:

_____ qualification:_____

(Body/Institution)

_____ (_____) from_____ to

(Place)

(Province)

And in such capacity HAD relationships with the ENEL Group:

_____ Due to the following reasons:_____

(ENEL Company)

The undersigned Company specifies that this declaration is based on the information obtained pursuant to the Law of protection of personal data, and it shall undertake to promptly inform ENEL regarding any changes from the information transmitted with this declaration. Furthermore Being aware that ENEL can request any time the verification of the contents of this statement, the company shall undertake from now on to provide a valid documentation.

In witness whereof,

Date,.....

(Full and legible signature)

Personal Data Processing: policy and consent.

In accordance with the current personal data protection regulation, ENEL informs that the data supplied shall only be processed with reference to the supply and selection procedure of supplying companies, in order to ensure fairness, clarity and correctness for the purpose of preventing conflict of interests and illegal behaviours, in accordance with the provisions of the Ethics Code, the Organisation and Control Model, ex D.Lgs. 231/2001 and the TZC plan adopted by ENEL Group. You are entitled to access your data requesting for ENEL correction, integration thereof, or as the case may be, their Withdrawal or blocking.

Having acknowledged the information policy, I the undersigned, in my capacity as legal representative of the aforementioned company, hereby give my consent to the personal data processing within the limits and for the purposes of the information policy.

(Full and legible signature)

Note: the signature of the owner or legal representative shall be accompanied by a non-authenticated photocopy of an identity document of the underwriter printed on both sides

ATTACHMENT 3

DECLARATION OF CONFLICT OF INTEREST (INDIVIDUAL)

I the undersigned.....

being aware that:

- ENEL Group has implemented an Ethics Code and an Organisation Model pursuant to Legislative Decree no. 231/2001 and adopted the Zero Tolerance of Corruption Plan;
- such documents express commitments and ethical responsibilities of ENEL group in the carrying out and management of relationships, and comply with the need of ensuring correctness and transparency conditions within the framework of the carrying out of corporate activities and relationships with third parties;
- ENEL group aims at ensuring the utmost correctness, transparency and the complete traceability of the several purchase processes and the entities it is responsible for

And that a false declaration may result in ENEL's right to terminate the Contract and claim damage compensation

DECLARES

- 1. To not cover/to cover¹** senior management positions inside the Group's Companies (Directors, Executives with strategies responsibilities), employees of such Companies or Group's Statutory Auditor;
- 2. Not to have/ to have²** – within the Group's companies – direct second-degree relatives / non-separated spouse/ cohabitees / spouse' or cohabitee's children/ dependant family members being relatives or relatives-in-law.
- 3. Not to have covered / to have covered³** the last 36 months the office as "authentication officer" or "public official" for activities which involved, also indirectly, any companies of the ENEL Group (issuance of licenses, controls of any nature, etc.). Likewise, to the best of my knowledge, these offices were not covered during the last 24 months from my own family members (non-separated spouse, direct first-degree relatives / relatives-in-law).

In case of even one of the situations listed in points 1 and 2, the declarant shall report to ENEL the attached declaration. ENEL reserves the right to carry out the necessary inspections based on the statements received.

This undersigned shall undertake to promptly communicate to ENEL any changes from the information transmitted with this declaration. Being aware that ENEL can request any time the verification of the contents of this statement, I undertake from now on to provide a valid documentation.

In witness whereof

Date

Stamp

Signature

¹ Please bar the non-concerned item.
² Please bar the non-concerned item.
³ Please bar the non-concerned item.

The undersigned specifies that this statement is made based on information acquired in accordance with the personal data protection regulation, and any changes from the information transmitted with this declaration shall be promptly notified to ENEL. Being aware that ENEL can request any time the verification of the contents of this statement, I undertake from now on to provide a valid documentation.

In witness whereof,

Date,

(Full and legible signature)

Personal Data Processing: policy and consent.

In accordance with the current personal data protection regulation, ENEL informs that the data supplied shall only be processed with reference to the supply and selection procedure of supplying companies, in order to ensure fairness, clarity and correctness for the purpose of preventing conflict of interests and illegal behaviours, in accordance with the provisions of the Ethics Code, the Organisation and Control Model, ex D.Lgs. 231/2001 and the TZC plan adopted by ENEL Group. You are entitled to access your data requesting for ENEL correction, integration thereof, or as the case may be, their Withdrawal or blocking.

Having acknowledged the information policy, I the undersigned hereby give my consent to the personal data processing within the limits and for the purposes of the information policy.

(Full and legible signature)

N.B. The signature of the owner or legal representative shall be accompanied by a non-authenticated photocopy of an identity document of the underwriter printed on both sides

ATTACHMENT TO THE DECLARATION OF CONFLICT OF INTEREST (INDIVIDUAL)

With reference to point 1:

- Director of the Company belonging to ENEL Group

- Executive having strategic responsibilities (please specify the concerned office).....of the Company belonging to ENEL Group.

- Employee of the Department (please specify the concerned office) acting as [Role / Qualification] of the Company.....belonging to the ENEL Group

- Statutory Auditor of the companyof ENEL Group

With reference to point 2:

Relative / Relative-in-law within the second-degree of relativity/relativity-in-law /non-separated spouse /cohabitee/ spouse's or cohabitee's children/ dependant person being relative or relative-in-law with:

Name.....Surname

Working for the Company..... of ENEL Group

role / qualification.....

ENEL reserves the right to carry out the necessary inspections based on the statements received.

With reference to point 3:

c) ACTED in the capacity as “**authentication officer**” (pursuant to art. 357⁴ Criminal Code) or “**public official**” (art. 358⁵ Criminal Code), during the foregoing 36 months at:

qualification:

Body / Institution)

.....(_____) from..... to

⁴ Art. 357 Criminal Law: “For the purposes of Criminal Law, authentication officers are those who hold a public legislative, judicial or administrative office. To the same effects, a public office is considered an administrative office governed by public law regulations and authorisation deeds, and being characterised by the public administration’s will or its carrying out by using authorisation or certifying powers.”

⁵ Art. 358 Criminal Law: “For the purposes of Criminal Law, public officials are those who on whichever basis provided a public service. Public service shall mean any activities governed by the same regulations as public office, but characterised by the lack of the typical powers of the latter, with the exclusion of simple ordinary tasks and the provision of merely material works”.

(Place)..... (province).....

And in such capacity, DURING THE LAST 3 YEARS OF OFFICE:

- a) DID not have relationships with ENEL Group;
- b) HAD relationships with ENEL Group, AND DID NOT exercise authority or negotiation powers having as addressees companies belonging to ENEL Group:

(ENEL Company)

Due to the following reasons: _____

- c) HAD relationships with ENEL Group, AND exercised authority or negotiation powers having as addressees companies belonging to ENEL Group:

(ENEL Company)

due to the following reasons:

- d) a member of **my family** (non-separated spouse, direct first-degree relative)

Mr..... Surname

Born in on Taxpayer's Code

Resident in [Address]

ACTED IN THE CAPACITY as "authentication officer" or "public official" during the foregoing 24 months as:
qualification:

(Body / Institution)

_____ (_____) from _____ to

(Place)

(province)

And he/she had relationships with ENEL Group in this capacity:

(ENEL Group)

Due to the following reasons: _____

This statement is made based on information acquired in accordance with the personal data protection regulation, and any changes from the information transmitted with this declaration shall be promptly notified to ENEL. Being aware that ENEL can request any time the verification of the contents of this statement, I undertake from now on to provide a valid documentation. In witness whereof,

Date,

(Full and Legible Signature)

Personal Data Processing: policy and consent.

In accordance with the current personal data protection regulation, ENEL informs that the data supplied shall only be processed with reference to the supply and selection procedure of supplying companies, in order to ensure fairness, clarity and correctness for the purpose of preventing conflict of interests and illegal behaviours, in accordance with the provisions of the Ethics Code, the Organisation and Control Model, ex D.Lgs. 231/2001 and the TZC plan adopted by ENEL Group. You are entitled to access your data requesting for ENEL correction, integration thereof, or as the case may be, their Withdrawal or blocking.

Having acknowledged the information policy, I the undersigned hereby give my consent to the personal data processing within the limits and for the purposes of the information policy.

(Full and Legible Signature)

ATTACHMENT 4

Party's special statement "D" "Crimes against Individuals"

HUMAN RIGHT STATEMENT (Legal Person)

The company....., being represented by its legal representative, being aware that a false statement may result in ENEL's right to terminate the Contract and claim damage compensation, hereby

declares

to have been / not to have been (please bar the item that is not concerned) inspected during the last 5 years in judicial proceedings regarding the following crimes against individuals: slavery, subjugation, minor prostitution, minor pornography, keeping of minor's pornographic materials, touristic initiatives aimed at exploiting minor prostitution, people's traffic, purchase and alienation of slaves.

The undersigned company undertakes to promptly inform ENEL regarding any variations from the information transmitted with this statement. Being aware that ENEL can request at any time the contents of this statement, I also undertake from now on to provide a valid documentation.

In witness whereof,

Date,

Company Stamp

Signature of the Legal Representative

ATTACHMENT 5

Party's special statement "D" "Crimes against Individuals"

HUMAN RIGHT STATEMENT (Individual)

I the undersigned.....being aware that a false statement may result in ENEL's right to terminate the Contract and claim damage compensation,

declare:

to have been / not to have been (please bar the item that is not concerned) inspected during the last 5 years in judicial proceedings regarding the following crimes against individuals: slavery, subjugation, minor prostitution, minor pornography, keeping of minor's pornographic materials, touristic initiatives aimed at exploiting minor prostitution, people's traffic, purchase and alienation of slaves.

I the undersigned undertake to promptly inform ENEL regarding any variations from the information transmitted with this statement. Being aware that ENEL can request at any time the contents of this statement, I also undertake from now on to provide a valid documentation.

In witness whereof, Date.....

Stamp

Signature

CONFIDENTIALITY STATEMENT

CONTRACT NO. DATED

SUBJECT:

I the undersigned:

(name and surname of the declarant)

Individual (bar only if the Contract in question is not assigned to a Company)

(to be completed only if the relevant contract is assigned to a Company)

Owner of

Legal Representative

} of _____
(Company's Name / Business Purpose)

DECLARE:

> that the list of all those that with reference to the relevant Contract will entitled to access ENEL premises and/or have access to and process data and information belonging to ENEL group is as follows:

1) Mr.
(Surname and Name)

2) Mr.
(Surname and Name)

> that any of the aforementioned people undersigned the specific individual confidentiality clause attached to this statement;

> that the contact person who is assigned the responsibility to constantly maintain the aforementioned list is

Mr. _____ E-mail _____ Tel. _____ Fax _____

Attached no. ___ individual confidentiality clauses

Date _____

The Declarant

.....

(Stamp and Signature)

INDIVIDUAL CONFIDENTIALITY DECLARATION

CONTRACT NO..... DATED

OBJECT:

I the undersigned

Born in(), on

<input type="checkbox"/>	employee	}	to be completed only if the relevant contract is assigned to a Company
<input type="checkbox"/>	consultant		of the Company

with reference to the relevant Contract, he/she shall undertake:

- not to disclose or notify to third parties any collected information, opinions, studies, as well as any elements which may be made available by ENEL for the execution of the relevant Contract, and to use such information only for the purposes of this Contract, unless when the undersigned shall comply with statutory obligations or requested from Public Authorities to which a lawful refusal cannot be objected;
- view and promptly comply with the attached data safety provisions, in case that IT systems are made available by ENEL to store with the utmost care all paper-based and/or IT supports which are acquired or produced during the carrying out of the activities.

Confidentiality obligations do not include any information disclosed to the public by ENEL, or which results from public official documents.

Confidentiality obligations shall be not prejudiced **for a period of 5 years** as from the expiration of this assignment, also in case of withdrawal or termination, either direct or indirect, of the contractual relationship with ENEL.

For acceptance

Date:

Signature

Safety standards for the use of ENEL IT systems

The access to IT systems owned by ENEL Group and their use shall be governed by the following safety rules:

- The access key to ENEL IT systems shall be only used on a personal basis. Its password must be kept secret and changed at least every 60 days;
- The access to IT system shall be restricted to instrument components for the carrying out of the activities set forth in the task, even in case that the implemented safety measures do not obstruct access to other components. The use of network services and connection of appliances other than those necessary for the carrying out of the tasks shall not be permitted;
- Any operations carried out through ENEL IT systems shall not breach the State laws and the International regulation;
- The workstation used for the carrying out of the tasks (fixed and/or portable) shall not be used for other internet connection than those that are made available by ENEL;
- Portable laptops can be connected to ENEL data network only if having an up-to-date antivirus software. In particular, it is necessary to apply any possible appropriate counter-measures for blocking the spreading of virus, worm, hoaxes, trojan and other illegal software which may result in interruptions of the IT service;
- Any texts and/or images created/transmitted through ENEL IT system shall not have offensive and/or unseemly contents;
- Any e-mail boxes received for use shall not be used for spamming actions or online chains (chain letters).

With reference to the aforementioned provisions, ENEL shall reserve the right to forbid wrong uses of its IT facilities, without prejudice to the compliance with the dispositions of the current laws. Furthermore ENEL shall reserve the right to report any possible violations resulting in crimes to the competent Judicial Authority.