

	<p style="text-align: center;"><b>ENEL GROUP</b></p> <p style="text-align: center;"><b>GENERAL CONTRACT CONDITIONS FOR</b></p> <p style="text-align: center;"><b>PROFESSIONAL SERVICES ON INSTITUTIONAL,</b></p> <p style="text-align: center;"><b>REGULATORY AFFAIRS, BUSINESS DEVELOPMENT</b></p> <p style="text-align: center;"><b>AND MERGER &amp; ACQUISITION</b></p> <p style="text-align: center;"><b>AND CONSULTANCY SERVICE</b></p> <p style="text-align: center;"><b>ITALY</b></p>	<p>Page 1 of 65</p>
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## 1. SCOPE.

1.1 These General Conditions apply to contracts for professional services on Institutional, Regulatory Affairs, Business Development and Merger & Acquisition and consultancy services (hereinafter also "General Conditions") governed by Italian law and entered into by and between companies of the Enel Group (hereinafter also referred to as "ENEL") and a Supplier (hereinafter ENEL and Supplier also referred to as the "Parties").

These General Conditions shall apply, without prejudice to any other agreement in that regard, taking into account the criterion of prevalence set out in article 4 below – "Interpretation and hierarchy".

1.2 The Order Letter includes the Web page where these General Conditions are available and, for those who cannot access said Web page and upon request, we will send a copy in digital/paper format.

1.3 Any exception to these General Conditions proposed by the Supplier, shall be valid and effective only if made in writing and accepted by ENEL in writing and shall apply only to the contract for which it has been proposed, excluding the possibility that the exception can be extended to other ongoing contracts or that will be potentially entered later with the same Supplier.

## 2. DEFINITIONS.

2.1 The following definitions, amongst other, are used in this document:

- **Professional Services on Institutional, Regulatory Affairs, Business Development and Merger & Acquisition and consultancy services (hereinafter also "Contract"):** Contract for pecuniary interest, whose subject and other contractual requirements are indicated in the Order Letter, entered into between ENEL and the Supplier and composed of contractual documents that form its integral part, indicated below, which govern in writing the obligations of the Parties:
  1. **Order letter:** the document which includes (i) the personal data of the Parties, (ii) the subject of the Contract, sets out its validity and includes specific economic, administrative and regulatory conditions and lists and makes reference to any document constituting the Contract.
  2. **Technical-economic documents:** technical/economic documents related to the specific Contract.
  3. **General Conditions:** this document.
- **Supplier:** Any natural or legal person, whether as individuals or groups, counterparty of ENEL for professional services on Institutional, Regulatory Affairs, Business Development and Merger & Acquisition".

## 3. EXECUTION.

3.1 The subscription of the Contract shall occur through E-Signature. As an exception, only for foreign suppliers, it is envisaged the handwritten signature of the Contract.

3.2 In case of agreements entered into by Enel with the Supplier to the benefit of two or more companies of the Enel Group, the Contract shall be formalised between the company(ies) of the ENEL Group receiving the service and the Supplier or its branches or associated enterprises or its permanent establishments based on the same Country of the company of the Enel Group.

## 4. INTERPRETATION AND HIERARCHY.

4.1 In case of non-compliances or incompatibility between the documents of the contract, the prevalence is determined by the progressive order specified below:

1. **Order Letter;**
2. **Technical-economic documents** (Technical Specification, Consideration or Price List, any additional doc)
3. **General Conditions.**

## **5. SERVICE SUPPLIER'S OBLIGATIONS**

### **5.1 General.**

5.1.1 The Supplier under its exclusive responsibility, shall comply with the legislative provisions applicable to the Contract.

5.1.2 By entering into the Contract, the Supplier undertakes - throughout its term – to provide the services covered by it with its means, facilities and resources and with the best professional diligence and the available technologies and according to the conditions, methods, terms and provisions contained in the same Contract, making use of qualified and suitable individuals for the completion of the activities in which they are employed.

5.1.3 Anything necessary to carry out the services covered by the Contract shall be completely at the expense of the Supplier.

5.1.4 In addition, the Supplier:

1. undertakes to inform immediately ENEL about any variation occurred in respect of the contents of the Statements made to ENEL for the purposes of the awarding of the Contract
2. declares to be aware that ENEL may, at any time, verify the truthfulness and the currency of the Statements made, and commits to provide, upon ENEL's request, further supporting documents.

If the relevant information should be found outdated and/or the documentation requested by ENEL should not be supplied, ENEL may, without prejudice to the right for compensation of damages, – at its sole discretion – refuse to grant or suspend or exclude the Supplier from ENEL's Qualification System or may immediately terminate, pursuant to sect. 1456 of the Italian Civil Code, the Contract(s) on the basis of the misstatements.

## **6. WORKING GROUP.**

6.1 Without prejudice to the application of the provisions of article 5 above "SERVICE SUPPLIER'S OBLIGATIONS" the Supplier undertakes to dedicate a specific working group whose members are identified and selected for their specific skills and expertise in this field.

The members of the Working group can be replaced, prior consent of Enel, with other members having the same professional skills and characteristics.

Said working group shall perform the services in compliance with the contractual provisions.

## **7. TERM OF THE CONTRACT – CONTRACTUAL TERMS FOR PROVISION OF SERVICES.**

7.1 The term of the Contract and possible contractual terms for provision of services are defined in the Order Letter.

## **8. ECONOMIC TERMS (CONTRACTUAL AMOUNT AND PRICES).**

8.1 The consideration agreed for the provision of the services covered by the Contract is specified in the order letter.

8.2 The Supplier acknowledges the consideration as unchanged throughout the Contract and totally profitable for the activities covered by the Contract.



## **9. INVOICING.**

### **9.1 General.**

9.1.1 The considerations shall be invoiced by the Supplier according to the procedures and time limits set out in the Contract.

9.1.2 the submission of the invoices may be made through ENEL's electronic systems (the Procurement Portal where Enel operates as an intermediary for the E-Invoice Interchange System). The use of the Enel Portal for the submission of the invoices digitalizes the document management process for the administrative department of ENEL ensuring the application of the payment terms.

9.1.3 Furthermore, according to the technical specifications under Attachment A by the Revenue Agency Director of April 30<sup>th</sup> 2018, an intermediary is any third party, appointed by the supplier/provider to submit on its behalf the electronic invoices through the Interchange System (SDI, Sistema di Interscambio).

9.1.4 Thus, ENEL operates free of charge as an intermediary for the SDI exclusively and limited to the invoices received from its suppliers (documents and information that ENEL is already entitled to receive as customer), excluding those issued by the suppliers to subjects other than ENEL.

9.1.5 ENEL undertakes to submit all the invoices received to the SDI by virtue of the intermediary role assigned by the Supplier, separating this activity from the role of controller, generally played by the customer/recipient, of the services received. However, the submission of the invoices to the SDI does not automatically imply the recognition of the credit, which is subject to confirmation by ENEL as customer.

9.1.6 Enel does not carry out activities to the SDI other than those of intermediary (including issuer in the name and on behalf of the Supplier of invoice pursuant to sect. 21 of the VAT Presidential Decree, or the intermediary as specified in sect. 3 par. 3 of the Decree of the President of the Republic no. 322 of July 22<sup>nd</sup> 1998 - such as labour consultant, accountant, tax advisor, bookkeeper - representing the only subject who may be delegated to view and process the e-invoices or their electronic copies available in the reserved area of the Revenue Agency website).

9.1.7 Even if the Contract provides that the payment may be made with different currencies, each invoice shall be issued in a single currency.

9.1.8 The invoice shall be valid, and ENEL may accept it, only if the invoice specifies all the data required by the Contract and by the applicable regulations, and if the contractual activity has been properly performed. Invoices shall specify all the information provided for by the applicable tax regulations. In particular, the Budget Law 2018 (Law no. 205 of December 27<sup>th</sup> 2017) imposes the obligation to issue the e-invoice between private parties from January 1<sup>st</sup> 2019. The invoices shall be issued according to the technical specifications approved by Revenue Agency Director decree of April 30<sup>th</sup> 2018 and shall be sent by the SDI (Interchange System), except for the exempted small/flat/agrarian taxpayers and for the transactions with subjects located outside the country. Attachment 6 specifies the technical details required for the proper management of e-invoicing for Enel. If the invoice is issued in a way other than those provided (e.g. paper form), it shall be considered as not issued, as set out by the applicable law provisions.

9.1.9 Non-resident suppliers, may send invoices only in TIFF/PDF format, using the relevant channel available on the WEB EDI Portal.

9.1.10 Except if the Temporary Association of Companies or the ordinary Consortium have their own VAT number, each company of the Association or of the Consortium shall invoice the relevant amount for the services or works performed also for the purposes to comply with the obligations of financial traceability referred to in art. 11 below "TRACEABILITY OF FINANCIAL FLOWS". The invoices issued by each principal company to ENEL shall be accompanied by the approval of the agent company.

9.1.11 ENEL reserves the right to refuse to execute the payments if the Supplier does not properly perform the contractual obligations and/or if the Supplier does not comply with the statutory requirements, with particular reference to the relevant Bodies, the labour force used and any third party and does not comply with the provisions of art. 11 below "TRACEABILITY OF FINANCIAL FLOWS".

9.1.12 The Supplier may not grant any order for collection to third parties nor any form of payment authorisation.

## **10. PAYMENTS.**

### **10.1 Payments.**

- A)** The clauses referred to in points 10.1.1 shall apply to contracts covering activities awarded pursuant to the applicable public procurement law (so-called Procurement Code)

#### 10.1.1 Service contract (pursuant to the applicable public procurement law).

10.1.1.1 Before the issue of any invoice the Supplier shall require to the ENEL Unit managing the contract the approval for invoicing. Enel's approval shall be granted upon performance by Enel of any applicable statutory or contractual check for the assessment of the compliance of services with the contractual provisions.

10.1.1.2 Invoice payment, by bank transfer and with fixed value date for the payee, shall be made on the third last working day of the month in which falls the 60-days EOM term from the reception of the invoices, provided that invoices received by ENEL specify the details of the invoicing authorisation (payment authorisation). In the absence of the payment authorisation, available on the features of the Portal, the invoices shall alternatively always include:

- the purchase order number;
- the Unit where the service or supply has been performed.

10.1.1.3 If the invoice does not include the above mentioned details (invoicing authorisation, purchase order number or Enel Unit code), they shall not be accepted nor considered for the calculation of the date of receipt (for e-invoices not sent through the Enel Portal, please see the details of the Attachment for the identification of the fields to be used to enter the invoicing authorisation, purchase order or Enel Unit code).

10.1.1.4 If the payment date, as described above, falls on Monday or Tuesday, the payment shall be postponed to Wednesday, if it is a working day; otherwise, the payment date shall not be modified.

10.1.1.5 In case of payments after the contractual term, if such delay is attributable to ENEL, the Supplier shall be entitled to interest for late payment, to the extent of the legal interest specified below:

1. For the first six months of the year which the delay refers to, the legal interests for late payment effective on January 1<sup>st</sup> of the relevant year shall apply;
2. For the second six-month period of the year which the delay refers to, the legal interests for late payment effective on July 1<sup>st</sup> of the relevant year shall apply;

10.1.1.6 For the application of the interest rate specified in points 1 and 2 above, reference shall be made to the interest rate published in the Official Journal of the Italian Republic, by the Ministry of Economy and Finance, in the fifth working day of each calendar half-year. Late payment interests apply, with no need for issuance of a formal notice of default, from the day after the payment date set out in the Contract.

10.1.1.7 If the creditor proves that any cost was suffered to collect the receivables, a lump sum of Euros 40 (forty/00) as compensation for damages shall be payable to the creditor, with no need for issuance of a formal notice of default. This shall not prejudice the right to prove greater damages, which may include the costs suffered to recover the receivables.

**B)** The clauses referred to in points 10.2.1 shall apply to contracts covering activities awarded NOT pursuant to the applicable public procurement law (so-called Procurement Code)

#### 10.1.2 Service contract (not pursuant to the applicable public procurement law).

10.1.2.1 Before the issue of any invoice the Supplier shall require to the ENEL Unit managing the contract the approval for invoicing. Enel's approval shall be granted upon performance by Enel of any applicable statutory or contractual check for the assessment of the compliance of services with the contractual provisions.

10.1.2.2 Invoice payment, by bank transfer and with fixed value date for the payee, shall be made on the third last working day of the month in which falls the 60-days EOM term from the reception of the invoices, provided that invoices received by ENEL specify the details of the invoicing authorisation (payment authorisation). In the absence of the payment authorisation, available on the features of the Portal, the invoices shall alternatively always include:

- the purchase order number;
- the Unit where the service or supply has been performed.

10.1.2.3 If the invoice does not include the above mentioned details (invoicing authorisation, purchase order number or Enel Unit code), they shall not be accepted nor considered for the calculation of the date of receipt (for e-invoices not sent through the Enel Portal, please see the details of the Attachment 6 for the identification of the fields to be used to enter the invoicing authorisation, purchase order or Enel Unit code). If the invoice does not include the details of the invoicing authorisation, they shall not be accepted nor considered for the calculation of the date of receipt.

10.1.2.4 If the payment date, as described above, falls on Monday or Tuesday, the payment shall be postponed to Wednesday, if it is a working day; otherwise, the payment date shall not be modified.

10.1.2.5 In case of payments after the contractual term, if such delay is attributable to ENEL, the Supplier shall be entitled to interest for late payment, to the extent of the legal interest specified below:

1. For the first six months of the year which the delay refers to, the legal interests for late payment effective on January 1<sup>st</sup> of the relevant year shall apply;
2. For the second six-month period of the year which the delay refers to, the legal interests for late payment effective on July 1<sup>st</sup> of the relevant year shall apply;

10.1.2.6 For the application of the interest rate specified in points 1 and 2 above, reference shall be made to the interest rate published in the Official Journal of the Italian Republic, by the Ministry of Economy and Finance, in the fifth working day of each calendar half-year. Late payment interests apply, with no need for issuance of a formal notice of default, from the day after the payment date set out in the Contract.

10.1.2.7 If the creditor proves that any cost was suffered to collect the receivables, a lump sum of Euros 40 (forty/00) as compensation for damages shall be payable to the creditor, with no need for issuance of a formal notice of default. This shall not prejudice the right to prove greater damages, which may include the costs suffered to recover the receivables.

## 11. TRACEABILITY OF FINANCIAL FLOWS<sup>1</sup>

11.1 The Supplier undertakes any obligation pursuant to sect.3, Italian law no. 136 of August 13<sup>th</sup> 2010 (Traceability of financial flows), as amended by the Decree-Law No. 187, of November 12<sup>th</sup> 2010, converted with Law No.217 of December 17<sup>th</sup> 2010.

11.2 In particular, to ensure the traceability of financial flows for the purposes to prevent criminal infiltration, the Supplier, subcontractors of the chain of companies, as well as beneficiaries of public funds, including European funds, interested for any reason in the Contract shall use one or more dedicated bank or post accounts opened with banks or the company Poste Italian Spa, even not exclusively - without prejudice to the provisions of paragraph 5 of the aforementioned sect.3, law no.136 of August 13<sup>th</sup> 2010

11.3 In addition, any financial transaction related to the Contract, as well as to the management of said funds shall be registered on dedicated currents account and, without prejudice to the provisions of paragraph 3 of the aforementioned sect.3, law no.136 of August 13<sup>th</sup> 2010, shall be exclusively carried out through bank or post transfer or rather other suitable means of payment and collection to allow the full traceability of transactions.

11.4 The Supplier shall communicate, to the competent ENEL's Administrative Units, the details of the dedicated current account referred to above within seven days from the opening or, in case of existing current accounts, from their first use in financial transactions related to the Contract, as well as, within the same deadline, the personal details and tax code of people authorised to operate on said account.

11.5 Likewise, and in the same way, the subcontractor through the Supplier, shall communicate to the ENEL's Unit managing the Contract the data referred to above.

11.6 The Supplier or subcontractor who knows that its counterparty does not fulfil its obligations of financial traceability, shall inform ENEL and the Prefecture Territorial Government Office having territorial jurisdiction.

11.7 The Supplier undertakes also to include in the contracts with its subcontractors a similar clause with which each of them undertakes all the obligations of traceability of financial flows referred to in the aforementioned sect.3, law no.136 of August 13<sup>th</sup> 2010.

11.8 In case of violation, by the Supplier, of only one of the obligations provided for by sect.3, law no.136 of August 13<sup>th</sup> 2010 or this article, the Contract shall be deemed legally terminated, pursuant to and in accordance with sect.1456 of the Italian Civil Code.

11.9 In case, besides the CIG (Tender Identification Code), it is envisaged the compulsory issue of the Individual Project Code (CUP), ENEL shall communicate said code to the Supplier that shall indicate it in each relevant transaction.

<sup>1</sup> The clause shall exclusively apply to Contracts awarded pursuant to the applicable public procurement law (Public procurement code).

## 12. TAXES/LEVIES.

12.1 ENEL, upon payment of the consideration for services received, shall apply on the Supplier's payments possible withholdings due as taxes, duties and contributions (with tax effect) in accordance with the applicable law in the country of residence of the Supplier and/or any other law applicable to the Contract.

12.2 The Parties mutually undertake to perform any obligation, handle any administrative formality and deliver any document required to settle the payment of taxes, including deductions and other legal obligations applicable to the Supplier, according to the procedures laid down by the applicable law provisions.

Likewise, the Parties undertake to cooperate in order to be granted exemptions or other tax benefits applicable to the Contract. If, due to lack of diligence or any other cause attributable to the Supplier, ENEL should lose its right to a tax benefit, ENEL may deduct the amount of the relevant tax benefit from the amount due to the Supplier.

All the taxes, duties (therein included registration tax and stamp duty), tax rights and charges applicable to the subject of the Contract shall be borne by the Supplier.

If any treaty to avoid double taxation has been entered into between the country of residence of the Supplier and the country of residence of the relevant ENEL Group company, and if the Supplier requests the application of the provisions of such treaty, the Supplier shall submit to ENEL its tax residence certificate (or any other certificate/statement required for the application of the provisions against double taxation) certifying the tax residence for the purposes of the provisions of the treaty in question; in order to allow the identification of the type of income subject to the treaty for the avoidance of double taxation, the Supplier shall take into account the interpretation given in the country where the ENEL Group company has its head office. Normally this certificate is valid for one year, except if the laws of the country where the ENEL Group company has its head office set out a shorter period. However, upon expiry of each certificate, the Supplier shall submit a valid certificate.

## 13. ASSIGNMENT OF THE CREDIT.

13.1 Any credit arising from the Contract may only be assigned to Banks and Financial Intermediaries enrolled in the relevant Registers as per Legislative Decree no. 385 of September 1<sup>st</sup> 1993.

13.2 The notification to ENEL of the assignment of the credit arising from the Contract shall only be subscribed by digital signature and sent via certified e-mail address specified in the Contract of the relevant ENEL company<sup>2</sup>, at least 30 days before the invoice payment deadline relating to the assigned credit.

13.3 For the purposes of the Contract, assignment of credits means the assignment of all the credits arising from the Contract to a single assignee meeting the requirements set out in paragraph 13.1. If the Supplier intends to assign single credits, arising from the Contract, to more than one assignee, the Supplier shall inform ENEL thereof via certified e-mail, notwithstanding the obligations provided for by paragraph 13.2.

13.4 The payments related to the credits assigned may occur in favour of the assignee exclusively on a bank account in the name of the latter. The assignment shall be notified by the assignor or the assignee according to the provisions of point 13.2; if the assignment is made by the assignee, it shall include as an attachment the assignment agreement signed by both assignor and assignee.

13.5 It is understood that ENEL reserves the right to refrain from paying the assigned credit to an assignee that is not a Bank or a Financial Intermediary enrolled in one of the relevant Registers and lists as per Legislative Decree no. 385 of September 1<sup>st</sup> 1993 and if the notification was not given to the relevant ENEL company according to the provisions of points 13.2, 13.3 and 13.4 above. Notwithstanding that ENEL, as an assigned debtor, may assert against the assignee all the defences which might have been asserted against the assignor and anyway arising from the assigned credit.

## 14. SUPPLIER'S HEALTH, SAFETY AND ENVIRONMENTAL OBLIGATIONS

14.1 The Supplier has been previously informed and is aware that, in the pursuit of its institutional and business purposes and in the performance of the related activities, Enel's priority has always been committed to comply and ensure the compliance, at all levels, with the regulations on the protection of health, safety and the environment, as well as of people's physical and mental integrity.

14.2 Therefore, no activity or behaviour in kind which is non-compliant with the pursuit of these purposes and which may hinder their proper application shall be allowed.

14.3 Notwithstanding the above, the Supplier, in the performance of the contractual supply undertakes to strictly comply and to ensure compliance with the applicable law on the protection of health and safety of workers and of the environment, and in particular the provisions laid down in the "Declaration of Commitment for Health and Safety", the "Stop Work Policy" and the "Environmental Policy" available at: <http://globalprocurement.enel.com>, in the "Useful Documents" section and <https://corporate.enel.it/en/company/policy-environmental-enel>

14.4 Failure to comply with this commitment shall be considered as a material breach of the obligations assumed by the Supplier under the supply contract and shall entitle Enel to terminate the Contract.

<sup>2</sup> The company of the Enel Group which concludes the contract or in whose name and on whose behalf the contract is concluded.

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## 15. INDUSTRIAL AND INTELLECTUAL PROPERTY.

15.1 In relation to the service governed by the Contract, the following definitions shall apply:

**Intellectual and industrial property rights:** just by way of an example, application for registration of trademarks or registered trademarks, pending application for patents or granted patents, utility models, copyright, software, software projects or models, Know How, rights on databases, documents, drawings, plans, computer programs, as well as their copies, methodologies, technologies, rights related to trade or industrial secrets.

**Pre-existing Intellectual and industrial property rights:** the Intellectual and industrial property rights owned or legitimately acquired by each Party before the subscription of this Contract or acquired later during parallel projects falling outside the framework of the Contract.

**Intellectual and industrial property rights acquired:** the Intellectual and industrial property rights developed by the Supplier and acquired by ENEL in the execution of the Contract.

15.2 The Supplier ensures to ENEL the ownership or anyway the legitimate use of the Intellectual and industrial property rights and any payment of rights and compensation due as license or granting shall be at its expense. ENEL reserves the right to request to the Supplier the documents and/or possible certificates, as well as copy of the licenses obtained that shall result regularly registered.

15.3 The Supplier indemnify ENEL from any liability for violations of the Intellectual and industrial property rights and undertakes to make anything necessary to hold ENEL harmless from any claim raised by third parties, including summons. In addition, the Supplier undertakes to compensate ENEL for any damage and loss, direct or indirect, arising from the aforementioned claims. Any complaint, judicial or extrajudicial, against the Supplier by third parties in relation to Intellectual and industrial property rights shall be promptly notified to ENEL.

15.4 The Parties acknowledge that:

a) the Intellectual and industrial property rights acquired shall be exclusively proprietary to ENEL, which will become automatically the owner of any relevant work in progress, generated from time to time during the execution of the Contract without the Supplier has the right to increase the price defined in the Contract for this reason.

b) the pre-existing Intellectual and industrial property rights of each Party shall remain exclusively proprietary to that Party, and the counterparty shall have no right in relation to them.

The pre-existing Intellectual and industrial property rights owned by ENEL and delivered to the Supplier, on the basis of suitable documentation, for the provision of the services covered by the Contract shall be used by the Supplier exclusively for said purpose and shall be returned at the conclusion of the Contract, taking at any time the appropriate precautions for the processing, use and transmission of information also in accordance with article below called "Confidentiality".

In case ENEL delivers any product, sample and/or technical specifications for the purposes of the execution of the Contract, the Supplier may in no way copy, reproduce, work out, translate, modify, adapt, develop, decompile, disassemble, reverse engineer (or, anyhow carry out operations aimed at extracting the source code) - in full or in part - of said product, sample or technical specifications and shall ensure that these prohibitions are respected also by other authorised people involved and those that could be, possibly, involved in the execution of the Contract by the Supplier.

c) If the Supplier shall use its pre-existing Intellectual and industrial property rights for the execution of the Contract, possible Intellectual and industrial property rights acquired by ENEL shall be limited to the Additions.

The Parties accept in writing the list of the element that represent Additions earlier and/or within 30 (thirty) days after the expiry or termination of the Contract.

In case the Supplier fails to comply with the obligations related to the intellectual and industrial property referred to in this article, ENEL has the right to terminate legally the Contract pursuant to and in accordance with sect. 1456 of the Italian Civil Code, without prejudice to the right to any action and compensation for damages suffered.

## 16. CONFIDENTIALITY.

16.1 Any information made available by each Party (orally, in writing, in electronic format or in any other form) for the purposes and/or during the performance of the Contract, as well as any other information known to the Parties within the framework of other agreements between the Parties and/or the relevant pre-contractual negotiations, and any document, information and know-how (regardless of how they were drafted, collected or developed), may only be used for the performance of the Contract and shall be treated as confidential.

16.2 The term "confidential" shall include, without limitation, any information relating to business strategies, information on products and/or production processes (planning, research and development), production resources, sales information, development and customer management strategies, etc. Also economic, financial and technical documents, as well as processes, patents, licenses and any other information provided by one Party to the other during the performance of the Contract shall be deemed confidential.

16.3 Confidential information shall not be disclosed without the prior written consent and the explicit authorisation of the disclosing Party, except if the receiving Party has to disclose the information due to a legal obligation or an order by a competent authority, or if a refusal in this regard would be illegal. Without the prior written consent and the explicit authorisation of the disclosing Party, the other Party may not copy, reproduce, translate, modify, adapt, develop, decompose, separate, reverse engineer or perform any other operation aimed at extracting the source code - in full or in part- of the confidential information received.



16.4 Confidential information shall include any information that one Party makes available to the other Party, before or during the performance of the Contract, both by the directors, managers or employees of the disclosing Party, by its Subcontractors<sup>3</sup> or subsidiaries as well as their directors, managers or employees or Subcontractors<sup>3</sup> (hereinafter referred to as "Representatives of the Disclosing Party"). Confidential information also include any information relating to the Representatives of the Disclosing Party, made available by such Party or by its Representative to the other Party before or during the performance of the Contract. To this purpose: "subsidiary" means any company controlled by each of the Parties, or by each of the Parties jointly with third parties, throughout the term of this control and for all the period of availability of the information;

"control" refers to the direct or indirect management powers on the operations and strategy of the subsidiary, as well as to the cases in which any company of the group of each of the Parties holds, directly or indirectly, more than the fifty percent (50 %) of the share capital or of the shares with voting right of the subsidiary.

16.5 Confidential information shall not include:

- any information that the receiving Party may prove to be lawfully aware of before the commencement of the performance of the Contract;
- any information that the receiving Party may prove to be received from third parties not subject to non-disclosure agreements.

16.5 Each of the Parties:

- shall limit the disclosure of the confidential information only to representatives actually requiring to know such information due to their involvement in the performance of the Contract;
- shall commit its representatives to ensure that they act in compliance with the obligations set out in this article;
- shall be held liable for any act or omission of its representatives entailing a breach of the confidentiality obligation.

16.6 The receiving Party shall develop and manage logic and physical data, using the best available techniques and international practices to prevent the destruction, manipulation, unauthorised access or reproduction of the data, and, after the expiration of the Contract, return any data, document and information received from the other Party or in its possession for the performance of the contractual activities, and shall destroy any copy and file in its possession, except if the disclosing Party directs otherwise in writing.

16.7 The Parties guarantee that the confidential information shall not be disclosed during the term of the Contract and for five (5) years from its termination, except as otherwise agreed in the Contract or as provided for by the applicable law or a competent authority. If required, the Party who has to disclose the confidential information shall promptly inform the other Party of the relevant request (if allowed by law), so that the latter may implement suitable measures to protect its rights. The Parties shall only disclose the information required pursuant to law and shall obtain from the recipient of the information a commitment to treat such information as confidential.

16.8 If the information has been classified by ENEL as "highly confidential", the following shall apply:

the password to access the IT systems shall be personal and individual, kept secret and modified every sixty (60) days;

the access to the IT systems shall be limited to software/tools specifically provided for the performance of the activities required; it is forbidden the use of network services or connections for purposes not related with the activities to be carried out;

- the operations carried out through ENEL's IT systems shall not violate the applicable local laws;
- the workstation (temporary or permanent) used shall not connect to Internet services other than those provided or authorised by ENEL and shall be equipped with the required antivirus systems. All the required measures to prevent the distribution of viruses, malware or illegal software which may cause service interruption or data loss shall be implemented;
- all the e-mail accounts and the storage and communication platforms (including social networks) shall be expressly provided or authorised by ENEL;
- sensitive data shall be stored, transferred or erased using suitable encryption software;
- it is forbidden to modify the system set up to bypass security controls.

16.9 The Supplier may not disclose by any means (including, without limitation, press articles or press releases and interviews) the information considered as confidential according to this article. The Parties shall agree in writing about the content, the means of communication and the publication date of press articles, news and communications of any kind about the Contract or any issue or information relating thereto.

16.10 If ENEL approves in writing the assignment of the Contract, the Supplier shall obtain from the assignee a non-disclosure agreement including the same conditions specified in this article

<sup>3</sup> As regards subcontractors not applicable to this particular case.

16.11 The Parties acknowledge and agree that the compensation for damage may not be a suitable remedy for the breach of confidentiality and that the affected Party shall be entitled to apply further remedies or to avoid violations and damages in compliance with the applicable law. In case of violation of the confidentiality obligations, each Party may terminate the Contract.

16.12 The remedy specified above shall be in addition to any other right or remedy available according to the applicable law. In case of violation of the confidentiality obligations under this article, and without prejudice to the above, ENEL may terminate the Contract and take any legal action suitable to obtain the compensation for damage.

16.13 ENEL reserves the right to carry out regular audits, with particular reference to the security measures implemented in case of information identified and classified by ENEL as confidential.

16.14 At any time, upon request of the disclosing Party, the receiving Party shall return or destroy or request to its representatives to return or destroy all the written copies of the confidential information in its possession or in possession of its representatives. Furthermore, the receiving Party shall make any reasonable effort or request its representatives to make any reasonable effort to return or destroy the data stored in digital format and shall confirm the destruction of the data to the disclosing Party within fifteen (15) days from the request.

16.15 Each Party acknowledges and agrees that the confidential information is and shall be the exclusive property of the disclosing Party and its representatives. Nothing in this Contract shall be construed - except as expressly specified in writing - as granting a license or similar rights in relation to patents, copyrights, inventions, discoveries or improvements made, designed or developed before and after the performance of the Contract.

## **17. PERFORMANCE.**

17.1 The Supplier undertakes, at its expense, to implement any necessary measures and to ensure the correct performance of the activities, in compliance with the contractual provisions, and to comply with the indications provided by enforcement in that regard.

17.2 The Supplier undertakes to appoint and inform ENEL and to maintain, through the performance of the activities covered by the Contract, one or more Representatives with full powers, in order to guarantee the correct execution of the Contract, who shall act as a reference for any aspect related to the Contract.

17.3 ENEL commits to provide the Supplier, upon request, with any data necessary to the performance of the activities covered by the Contract. Should the data provided by ENEL result insufficient or incomplete, the Supplier commits to request soon enough possible missing data.

17.4 If provided for by the contractual documentation, the Supplier undertakes to fill in and deliver to ENEL a report aimed to verify the performance of the activities performed.

ENEL reserves, at any time, the right to verify the content of said report in order to ascertain the provision of the services in compliance with the obligations undertaken by entering into the Contract.

17.5 The Supplier shall bear any additional cost and any other expense that should arise from the activities covered by the Contract for causes attributable to the Supplier.

## **18. ASSIGNMENT OF THE CONTRACT.**

18.1 The Contract shall be performed in compliance with any possible applicable legal procedures stipulated by ENEL.

18.2 The Supplier declares to acknowledge and accept the contents of such possible procedures and undertakes to respect and enforce them.

18.3 The contract shall be performed by the Supplier and the assignment, including partial, of the activities is not permitted.

18.4 The Supplier may not assign, in full or in part, the Contract.

## **19. PROFESSIONAL'S INSURANCE OBLIGATION<sup>45</sup>**

19.1 In compliance with sect. 5 of the Italian Presidential Decree 137/12, the Professional shall enter into an insurance for damages caused to ENEL by performing the professional activity, including the activities of storage of documents and values received by ENEL.

At the time of taking the assignment, the Professional shall provide ENEL with the details of the professional insurance, its limit of indemnity and any subsequent variation by producing insurance certificates certifying the existence of insurance coverages (which shall indicate: the details of the policy, the insurance company, the activity of the insured, the reference to the ENEL Contract, the period of validity, the regular payment of the insurance premiums, the limits of indemnity, the fixed excess and overdrafts and main exclusions of guarantee).

<sup>4</sup> This clause shall apply to contracts with professionals exercising a «regulated profession», as defined by the Presidential Decree 137/2012, Chapter I, sect. 1 letter a). Regulated profession means the activity or ensemble of activities that can be exercised only by individuals enrolled in Associations or colleges and having professional qualifications or whose specific professionalisms have been ascertained.

<sup>5</sup> Professional is intended as the Supplier natural person.

19.2 The professional insurance policy shall have a term at least equal to the term of the assignment.

For this purpose, the Professional shall also provide documentary evidence proving the renewal of the insurance coverages possibly expired or rather insurance certificates certifying the subscription of other insurance coverages as well as, promptly, any relevant receipt of payment. The renewals after the first expiration of the policy produced at the time of the awarding of the assignment shall be sent to the Business Unit.

It is understood and agreed that the existence, the validity and the efficacy of the insurance policies referred to in this article represent an essential condition to receive the assignment and, hence, if the professional cannot prove at any time the insurance coverage, ENEL, may terminate the contract pursuant to and in accordance with sect. 1456 Italian Civil Code

## 20. SUSPENSION, WITHDRAWAL AND TERMINATION.

20.1 Suspension.

20.1.1 If, for any reason, ENEL considers necessary or is forced to temporarily suspend the execution of the Contract, in full or in part, ENEL shall send a written notification to the Supplier, specifying the reason and providing an estimate of the duration of such suspension.

Hence, from that date indicated in the notification, the Supplier shall stop the activities subject to suspension and any other obligation arising from the applicable legislation and/or the Contract.

In this case the Supplier shall not be entitled to any consideration or compensation for greater charges related to the suspension.

The resumption of the activities shall be subject to prior written notification given by ENEL to the Supplier and the resumption of the activities shall occur not after the day therein set out.

20.2 Withdrawal.

20.2.1 ENEL, pursuant to sect. 1373 of the Italian civil code, may withdraw from the Contract at any time, regardless of the progress of the activities covered by the Contract. In particular, ENEL may withdraw from the contract whenever is in possession of information related to the loss of the requirements of integrity by the Supplier.

20.2.2 Also in case of withdrawal, the obligations of confidentiality referred to in the specific article shall apply.

20.3 Specific termination clause for cause attributable to the Supplier.

20.3.1 ENEL reserves the right to terminate the contract pursuant to and in accordance with sect. 1456 in the following cases:

- a) dissolution, transformation, reduction of capital or significant changes in the management bodies of the Supplier, in the event that said changes have a negative impact on the performance of the Contract, or if said changes infringe the provisions of article 21 "Ethical conduct rules".
- b) reduction of the financial capacity or economic solvency that affects the normal fulfilment of the obligations of the Supplier.
- c) failure to provide in whole or in part the service awarded within the deadline(s) (including partial or intermediate) provided for by the Contract.
- d) failure to comply with the terms and conditions defined in the Contract.
- e) failure by the Supplier to obtain the certificates and authorisations required for the proper performance of the Contract, in relation to its activities during the term of the Contract.
- f) failure to perform obligations on intellectual property, confidentiality and personal data processing, in conformity with the laws applicable to the contract.
- g) discovery, at any time after the execution of the Contract, of any omission or inaccuracy of any information or statement provided by the Supplier in relation to the compliance with legal, economic, financial, technical or contractual terms.
- h) Supplier's refusal to perform the activities covered by the Contract.
- i) Supplier's refusal to resume the contractual activities previously suspended - for any reason whatsoever - by ENEL, after ENEL's instruction to resume such activities.
- j) performance by the Supplier of acts which may create a reputational damage to ENEL.
- k) loss of the requirements of integrity by the Supplier.

- l) if it is ascertained, with judgement become final, that the Supplier<sup>6</sup> has committed administrative crimes and/or one or more offences provided for by the Italian Legislative Decree 231/2001.
- m) there is a pending insolvency procedure against the Supplier;
- n) actions, omissions, behaviours or situations related to the Supplier that may pose a risk to the reputation of ENEL and that lead to the deterioration of the trust of ENEL in the honesty and integrity of the Supplier, and in its reliability for the performance of the activities covered by the Contract or loss of only one of the requirements necessary for the Qualification (if requested), for entering into and execute the Contract.

If the Supplier fails to inform ENEL of the situations described above, without prejudice to ENEL's right to terminate the Contract, ENEL may suspend the payments to the Supplier in order to perform contractual obligations to third parties arising from the proper and complete performance of the Contract by the Supplier.

20.3.2 In such cases, ENEL may terminate the Contract from the date in which ENEL sends a written notification through registered letter with acknowledgement of receipt or via certified e-mail address - to the Supplier, or ENEL may require the regular performance without prejudice to its right to claim for compensation of the losses and damages suffered.

20.3.3 In all cases described above, ENEL may, without prejudice to its right to apply penalties or to take legal action to claim for compensation of damages, implement the following measures:

- a. suspend the outstanding payments due to the Supplier;
- b. enforce the economic guarantee provided by the Supplier.

## 21. COMMUNICATIONS.

21.1 The communications between the Parties shall be in writing and sent to the addresses and according to the requirements specified in the Order letter.

If not otherwise provided for by the Order Letter, the communications shall be held valid only if sent in writing to the person identified as the "Contract Manager".

21.2 ENEL reserves the right to use electronic procedures to exchange documents relating to the Contract.

21.3 The Supplier shall comply with and enforce all the communications received from ENEL, without further formalities.

21.4 The Supplier must promptly inform ENEL about any change in its details communicated (such as: VAT number, address, business name, etc.), as well as any variation in the ownership/corporate structure.

## 22. ETHICAL PROVISIONS.

22.1 General information.

22.1.1 The ENEL Group in the conduct of its business and in the management of relationships makes reference to the principles included in its Code of Ethics, in the Zero Tolerance Anti-corruption Plan, in the Organisational Model pursuant to Leg. Decree 231/2001 and in the Human Rights Policy available at:

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

[www.enel.com](http://www.enel.com)

22.1.2 The Supplier in the conduct of its business and in the management of the relationships with third parties makes reference to equivalent principles.

### 22.2 Conflict of interests.

22.2.1 During the performance of the Contract, the Supplier undertakes to act in the exclusive interest of ENEL, avoiding any situation which may create a conflict of interests in relation to the activities to be carried out.

22.2.2 Throughout the term of the Contract, the Supplier undertakes to adopt a suitable conduct in order to avoid potential conflict of interests. If any situation is considered as liable to create a conflict of interests - notwithstanding ENEL's right to terminate the

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<sup>6</sup> The Legal Person.



Contract - the Supplier undertakes to promptly inform ENEL in writing and to follow its reasonable instructions, which shall be given after consultation and assessment of the requirements pointed out by the Supplier.

## **22.3 Declaration pursuant to special part “D” “offenses against the individual”<sup>7</sup>**

### **22.3.1 General.**

22.3.1.1 The ENEL Group in the conduct of its business and in the management of relationships makes reference to its Code of Ethics, in the Zero Tolerance Anti-corruption Plan and in the Human Rights Policy.

22.3.1.2 The Supplier in the conduct of its business and in the management of the relationships with third parties makes reference to equivalent principles.

22.3.1.3 The Supplier represents to acknowledge the commitments undertaken by ENEL in the Code of Ethics and to undertake to comply with the legal obligations on the protection of children and women labour; equal treatment, non-discrimination, abuse and harassment; freedom of association and representation, forced labour, environmental safety and hygiene conditions, as well as to comply with the applicable statutory, contribution, insurance, tax terms in relation to workers employed at any title in the performance of the Contract. It is understood that ILO conventions or, if more restrictive, the applicable law of the Country where the activities are to be carried out, shall apply.

22.3.1.4 In this context, ENEL reserve the right to carry out any control and monitoring aimed at verifying the fulfilment of the above-mentioned obligations both by the Supplier and its possible subcontractors<sup>8</sup> or subject appointed by the Supplier to execute the Contract, as well as the right to terminate the Contract with immediate effect in case of confirmed breach of such obligations.

22.3.1.5 ENEL accedes the Global Compact and, according to the Principle number ten, is committed to prevent any form of corruption. Therefore, ENEL prohibits any promise, offer or request for unlawful payments, whether in cash or in other utilities, aimed at obtaining an advantage in the relationships with its stakeholders and this shall apply to all of its employees. The Supplier declares to acknowledge the commitments undertaken by ENEL and undertakes to refrain from making promises, offers or requests for unlawful payments during the performance of the Contract in the interest of ENEL and/or for the benefit of its employees.

22.3.1.6 In case of violation of one of these obligations, ENEL reserves the right to terminate the Contract and to claim compensation to the Supplier for the damages suffered.

## **22.4 Specific termination clause due to crimes pursuant to Legislative Decree 231/01.**

22.4.1 With reference to art. and the principles specified therein and to the anti-bribery obligations undertaken by the Supplier<sup>9</sup>, where it is established, by final judgment, that the Supplier has committed administrative offenses and/or one or more of the crimes referred to in Legislative Decree no. 231/2001, ENEL shall be entitled to terminate the Contract with immediate effect, pursuant to sect. 1456 of the Italian Civil Code, without prejudice to any compensation for damages suffered by any Company of the Group, including, without limitation, damages arising from the application of penalties, set out by the aforementioned Decree.

## **22.5 Declaration of confidentiality and Rules for the use of ENEL's IT systems<sup>10</sup>.**

22.5.1 The Supplier undertakes to fulfil the obligations set out in Attachment f of this document. The Supplier also undertakes to provide Enel with the statements referred to in such Attachment, duly signed.

## **22.6 Integrity Clause.**

a) By submitting the offer and/or subscribing the Contract, the Bidder/Supplier<sup>11</sup> declares:

to acknowledge the obligations undertaken by ENEL S.p.A. and by the Companies under its direct or indirect control (hereinafter, “ENEL”), in the Code of Ethics, in the Zero Tolerance Anti-corruption Plan (ZTC Plan), in the Human Rights Policy, and to follow equivalent principles in the conduct of its business and in the management of the relationships with third parties;

<sup>12</sup>that he/she is not aware of criminal proceedings against him/her for tax offenses, crimes against the public administration, crimes against property, crimes against personal freedom or public order, environmental crimes;

<sup>7</sup> The declaration is required in case of:

- (1) stipulation of contracts with Contractors using employees from non-EU countries;
- (2) stipulation of contract with Internet Providers on the supply of digital contents.

<sup>8</sup> As regards subcontractors not applicable to this particular case.

<sup>9</sup> The Legal Person

<sup>10</sup> The provision applies to contracts involving the access to ENEL's premises and/or the access to or processing of ENEL Group's data and information, as well as the use, by the Supplier, of ENEL's IT systems.

<sup>11</sup> The Legal representative of the Company on **his/her own behalf or on behalf of** (a) the owner or the technical director, in case of sole proprietorship; (b) the members and the technical director, in case of general partnerships; (c) the general partners and the technical director, in case of limited partnerships; (d) the directors with power of representation and the technical director and the sole shareholder (natural person), or the majority shareholder in case of companies with less than four members, as regards any other type of company or consortium of the Company **where he/she has elected domicile for the purposes of office** and, where applicable, **of the Parent company**; and (e) the owner and the technical director, in case of sole proprietorship; (f) the members and the technical director, in case of general partnerships; (g) the general partners and the technical director, in case of limited partnerships; (h) the directors with power of representation and the technical director and the sole shareholder (natural person), or the majority shareholder in case of companies with less than four members, as regards any other type of company or consortium of the **Parent company**.

<sup>12</sup> For him/herself and all the people specified in note 1.

<sup>13</sup>that he/she is not subject to investigations for criminal facts, issues, conducts related to tax offenses, crimes against the public administration, crimes against property, crimes against personal freedom or public order, environmental crimes;

to acknowledge and agree that - for the assessment of the professional conduct of the declarant and of the relevant Company, according to the second and third point of this letter a) - ENEL may also independently collect additional information, taking into account the required existence of the fiduciary relationship with the relevant company.

- b) The Bidder/Supplier undertakes to promptly inform ENEL and to provide all the relevant documents:
  - 1) if he/she becomes aware of any criminal proceeding against him/her, as referred to in the second point of letter a) above;
  - 2) if he/she is subject to criminal investigations, as referred to in the third point of letter a) above.

ENEL reserves the right to review, at its sole discretion, this information, in order to assess the professional conduct of the Bidder/Supplier and of the relevant Company.

## 23. GLOBAL COMPACT.

23.1 The Supplier undertakes to accede to and fully comply with the Principles of the Global Compact, ensuring that all the activities carried out by its personnel are in line with the regulations set forth by said Principles.

23.2 Principles of the Global Compact include:

### a) HUMAN RIGHTS:

**One:** Businesses should support and respect the protection of internationally proclaimed human rights within the framework of their sphere of influence.

**Two:** Businesses should make sure that they are not, directly or indirectly, complicit in human rights abuses.

### b) LABOR.

**Three:** Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining.

**Four:** Businesses should uphold the elimination of all forms of forced and compulsory labour.

**Five:** Businesses should uphold the effective abolition of child labour.

**Six:** Businesses should uphold the elimination of discrimination in respect of employment and occupation.

### c) ENVIRONMENT.

**Seven:** Businesses should support a precautionary approach to environmental challenges.

**Eight:** Businesses should undertake initiatives to promote greater environmental responsibility.

**Nine:** Businesses should encourage the development and diffusion of environmentally friendly technologies.

### d) ANTI-CORRUPTION.

**Ten:** Businesses should work against corruption in all its forms, including extortion and bribery.

23.3 The Supplier undertakes to comply with all the applicable laws regulating the above-mentioned principles, and to inform ENEL of any situation which may prevent the compliance with such principles, as well as of the plan to remedy this situation.

23.4 Throughout the term of the Contract, the Supplier undertakes to allow ENEL to verify the degree of compliance with the provisions of this article. ENEL shall be entitled to terminate the Contract, for causes attributable to the Supplier, whenever ENEL becomes reasonably aware that the Supplier violated one of the above-mentioned Principles.

## 24. PERSONAL DATA PROTECTION

<sup>13</sup> For him/herself and all the people specified in note 1.



## 24.1 PRIVACY POLICY ON THE PROCESSING OF PERSONAL DATA PROVIDED UNDER THIS CONTRACT

24.1.1 For the purposes of the Contract, as regards the definitions relating to personal data, reference shall be made to the EU Regulation 2016/679 (hereinafter GDPR), to any other law applicable to personal data and implementing the Regulation.

24.1.2 Notwithstanding the foregoing, personal data are mutually collected within the framework of the awarding of the Contract and processed for purposes strictly related to the management and execution of the Contract, or to perform legal obligations. Furthermore, personal data are collected in electronic and paper form and shall be stored throughout the term of the Agreement and after its termination, for a period not exceeding the time limits provided for by the applicable law provisions.

24.1.3 To this purpose, please note that:

- The Data Controller is the Enel Group Customer Company<sup>14</sup> in the person of its pro tempore legal representative (hereinafter referred to as ENEL);
- The data subject is the natural person whose personal data are processed for the conclusion, handling and execution of the Contract (hereinafter Data Subject);
- Personal data processed may be transmitted to third parties, or both to the companies under the management and coordination of ENEL S.p.A. or to the affiliate companies of ENEL S.p.A., and to other entities. The aforementioned third-party recipients may be appointed as Data Processors;
- The Data Subject may exercise the rights set out in sections 15-21 of the GDPR (right to access to personal data, to require data rectification, portability or erasure, to require the limitation of the processing of his/her personal data or to object to their processing), if applicable, contacting the Data Controller;
- The Data Subject is entitled to lodge a complaint with the Italian Data Protection Authority (Garante per la Protezione dei Dati Personali), registered office in Rome, Piazza Venezia n. 11 - 00187 Rome; Tel. (+39) 06.696771, email: [garante@gpdp.it](mailto:garante@gpdp.it);
- The Data Controller has appointed the Data Protection Officer (DPO) pursuant to sect. 37 of the GDPR, DPO's contact details are available on the Data Controller's website.

## 24.2 Appointment of the Supplier as Data Processor

24.2.1 If the Supplier has to process personal data on behalf of ENEL, by entering into the Contract and throughout its term, the ENEL Group Customer Company<sup>15</sup>, in its quality as Data Controller, appoints the Supplier, who in turns accepts such appointment, as Data Processor, pursuant to section 28 of the GDPR. If the Supplier is a Temporary Association of Companies/Standard Consortium or Permanent Consortium, the companies constituting the Association/Standard Consortium or Permanent Consortium and the contractor companies are appointed as Data Processors.

24.2.2 The Supplier undertakes to carry out the processing of the personal data according to the obligations set out in the GDPR and to the instructions given by ENEL, which shall monitor the compliance with such instructions. It is expressly understood that, if the Supplier breaches the obligations set out herein, ENEL shall be entitled to unilaterally terminate the Contract pursuant to sect. 1456 of the Italian Civil Code.

## 24.2.3 Obligations and instructions

24.2.3.1 Since the Supplier, in relation to the experience, capability and reliability claimed, provided a suitable guarantee of the full compliance with the applicable provisions on data processing and to have duly adapted to the GDPR, its tasks and responsibilities are the following:

- a) The Supplier shall only process the personal data upon documented instruction by ENEL, specifying the nature of the data processed and the categories of Data Subjects (GDPR Attachment 1);
- b) the Supplier shall appoint the Persons Authorised to process the data ("Authorised Persons") for the performance of any operation, including simple consultation, related to the processing of the personal data stored in the computerized or paper databases held by ENEL, using the applicable form provided by ENEL (GDPR Attachment 2). Before the commencement of the contractual activities or within the date specified in the relevant communication by ENEL, the Supplier shall also provide ENEL with a statement including the appointment and the detailed list of its employees/partners as "Authorised Persons", using the form provided by ENEL (GDPR Attachment 3);
- c) the Supplier shall ensure that the Authorised Persons undertake to comply with legal provisions and with any ENEL's instruction, as well as to keep confidential the personal information and data obtained in connection with the Contract, including during its execution, except in case of explicit approval by ENEL and for the cases specifically set out by law. ENEL reserves the right to request to the Supplier the list of the Authorised Persons in order to comply with the obligations laid down by the GDPR or with other legal provisions or due to national security or public interest purposes;
- d) The Supplier shall implement the security measures provided for by sect. 32 of the GDPR, as well as any other preventive measure resulting from experience and suitable to prevent unauthorised data processing non-compliant with the purposes of the processing; the Supplier shall also provide appropriate cooperation in the implementation of such measures, in the

<sup>14</sup> The company of the Enel Group which concludes the agreement or the company in whose name and on whose behalf the agreement is concluded

<sup>15</sup> The company of the Enel Group which concludes the agreement or the company in whose name and on whose behalf the agreement is concluded



notification and communication of personal data breaches and with regard to the data protection impact assessment, in order to ensure data confidentiality and security, as well as to reduce the risk of destruction or accidental loss of the data;

e) Upon ENEL's request, the Supplier shall provide the list of the countries and of the data centres where the personal data are processed on behalf of ENEL;

f) The Supplier may only transfer the data to a third country or an international organisation outside the European Union in the cases referred to and under the conditions laid down in the GDPR, except where EU or national laws applicable to the Supplier require to do so. In such case, the Supplier undertakes to promptly inform ENEL of this legal obligation, except if the Supplier is prevented from disclosing such information by national security or public interest reasons;

g) Considering the nature of the processing, the Supplier undertakes to support ENEL with suitable technical and organisational measures, to the extent possible, in order to fulfil ENEL's obligation to reply to the requests for the exercise of the rights of the Data Subject;

h) The Supplier shall support ENEL in ensuring the fulfilment of the obligations set out in sections from 32 to 36 of the GDPR, considering the nature of the processing and of the information available to the Data Processor;

i) Upon ENEL's request, the Supplier shall erase and/or return all the personal data after the completion of the processing services and destroy the existing copies, except if data retention is set out by the EU or EU Member States laws, providing ENEL with evidence thereof;

j) If a Data Protection Officer has been appointed pursuant to sect. 37 of the GDPR, ENEL shall be informed thereof;

k) The Supplier shall made available to ENEL all the information required to certify the fulfilment of the obligations set out by the GDPR, supporting the activities of review, including inspections, carried out by ENEL or by another entity appointed by ENEL;

l) In case of personal data breach, whether actual or alleged, the Supplier shall promptly inform ENEL, within 24 hours from when the Supplier becomes aware of the event and without undue delay;

m) The Supplier shall cooperate with ENEL, providing free of charge any information required to fulfil the obligations set out by sect. 33 and 34 of the GDPR, including its valid certifications;

n) Notwithstanding the provisions of sect. 30 par. 5 of the GDPR, the Supplier shall keep a Register of the processing activities carried out on behalf of ENEL pursuant to sect. 30 of the GDPR, to be made available upon ENEL's request in case of events subject to the provisions of sect. 33 and 34 of the GDPR.

24.2.3.2 The Supplier may not process personal data for purposes other than the performance of the Contract. In particular, if not required for the performance of the Contract, the Supplier may not carry out massive extractions of personal data, including by RPA - Robotic Process Automation - (or “automatons”), unless such actions have previously been approved by the Customer.

#### 24.2.4 Compensation and Liability

24.2.4.1 Pursuant to sect. 82 of the GDPR the Supplier shall be liable for damages resulting from the processing if the Supplier did not comply with the contractual obligations or ENEL's instructions. The Supplier shall be personally liable towards ENEL and the Data Subjects if a Sub-Processor appointed by the Supplier does not comply with its obligations on personal data protection.

24.2.4.2 In case of greater damages suffered by ENEL as a result of the acts of the Supplier or of any of its Sub-Processors, ENEL reserves the right to claim for a further compensation proportionate to the damage suffered. ENEL or the Supplier shall be exempted from any liability if they prove that the event is not attributable to them.

#### 24.2.5 Term

24.2.5.1 The Supplier's appointment as Data Processor shall automatically terminate upon expiry of the contractual relationship or upon termination of the Contract for whatsoever reason, notwithstanding the obligation to comply with all the provisions of the previous art. 23.1 on processing activities in progress, including for the performance of contractual provisions.

#### 24.2.6 Sub-processor

24.2.6.1 If, for specific processing activities, the Supplier wishes to rely on external subjects for the performance of the Contract, they shall be appointed as sub-processors pursuant to section 28 paragraph 4 of the GDPR (hereinafter Sub-Processors or Sub-Processor). Sub-Processors shall fulfil the same obligations arising from the Contract on the Data Processor (GDPR Attachment 4). In particular, pursuant to the provisions of point b) and c) of paragraph 23.2.1 “Obligations and instructions”, each Sub-Processor shall appoint the Persons Authorised to data processing, using the specific form provided which includes the relevant instructions (GDPR Attachment 7).

24.2.6.2 Before the commencement of the contractual activities and within the date specified in the relevant communication by ENEL, the Sub-Processor shall also provide ENEL with a statement including the appointment and the detailed list of its employees/partners as “Authorised Persons”, using the form provided by ENEL (GDPR Attachment 8). Sub-Processors shall be authorised upon signature of the Contract (GDPR Attachment 5).

24.2.6.3 If the Supplier, due to documented and reasonable causes, wishes to entrust services to other Sub-Processors, different from those specified in the detailed list of the GDPR Attachment 5, the Supplier shall require the prior approval of ENEL, please see standard form attached (GDPR Attachment 6), before entrusting such task. ENEL reserves the right to provide a general approval valid throughout the term of the Contract, or a specific approval according to the nature of the service and of the obligations provided for by sect. 28 of the GDPR.

24.2.6.4 The Supplier represents that the Sub-Processors shall process the personal data in EU Member States or in countries ensuring a suitable protection of personal data pursuant to GDPR. The Supplier undertakes to provide the details of its Data Centres where its Sub-Processors shall process the personal data.

24.2.6.5 In case of Sub-Processors, subject to US regulations, processing the data in the United States, the Supplier shall ensure the validity of the Privacy Shield certificates or of other certificates required by the European Commission's Adequacy Decisions on US laws.

24.2.6.6 If a Sub-Processor belongs to a Supplier's multinational group, and the Supplier has adopted binding corporate rules pursuant to sect. 47 of the GDPR, such rules only constitute a suitable guarantee towards the relevant Sub-Processor.

24.2.6.7 If the Sub-Processors wish to process the personal data in unsuitable countries, as defined in the GDPR, the Supplier undertakes to ensure that the Sub-Processor signs the general contract terms specified in the European Commission's decision, applicable upon execution of this Contract. To this purpose, ENEL confers on the Supplier, as Processor located in the European Union, a specific power of attorney, in order to sign the relevant general contract terms.

#### 24.2.7 System administrators

24.2.7.1 Since the personnel of the Supplier and/or of its Sub-Processors, may carry out tasks linked to those of a “system administrator” according to the applicable laws, the Supplier undertakes to provide, upon ENEL's request, the list of its partners and/or of its Sub-Processor's partners, authorised and appointed as “system administrators”, as well as the list of any person who may potentially operate on personal data under ENEL's control.

24.2.7.2 The Supplier also undertakes to keep log in, log out and log in attempt registers related to its partners and/or to the partners of its Sub-Processors, if authorised, who have been appointed as “system administrators” and that as such may operate on personal data under ENEL's control for a period of six months, with the commitment to return them to ENEL upon simple written request and within 3 calendar days in the format specified by ENEL.



**25. APPLICABLE LAW AND JURISDICTION.**

25.1 The Contract is regulated by the Italian law.

25.2 Any dispute arising between the Parties in relation to the construction or performance of the Contract, prior implementation of an amicable settlement procedure between the Parties, shall be submitted to the Courts of Rome.

25.3 Notwithstanding the foregoing, the Supplier indemnifies and anyway holds ENEL harmless from any responsibility and charge that should arise, as well as from possible legal actions initiated by third parties, in any way connected to the performance of the Contract.

# ATTACHMENT 1: CONFLICT OF INTERESTS DECLARATION 1 (LEGAL PERSON)

## CONFLICT OF INTERESTS DECLARATION 1 (LEGAL PERSON)

The Company:

in the person of its legal representative .....

aware that:

- the Enel Group has a Code of Ethics and an Organisational Model pursuant to the Leg. Decree 231/2001 and has adopted the Zero Tolerance Anti-corruption Plan;
- these documents express the commitments and ethical responsibilities of the Enel Group in the conduct of its business as well as in the management of the relationships and meet the requirement to ensure conditions of fairness and transparency in the performance of the business activities and in the relationships with third parties;
- the Enel Group wants to ensure the utmost fairness, transparency and full traceability of the various purchase processes and of contractors;

and that a false statement may entitle Enel to terminate the Contract and to claim compensation for damages,

### DECLARES

1. that from the analysis of the composition of the shareholding structure, of corporate bodies of the Company or of other entities controlled by the Company (including trust companies and their beneficial owners), as well as any other data available for the Company<sup>2</sup>

**there are/there are not 3:**

- a) people covering a senior management position inside the Companies of the Enel Group (Directors, Managers with strategic Responsibilities) or Auditors;
- b) employees of the Companies of the Enel Group;
- c) with reference to entities/subjects set forth in points a) and b), relatives/relatives in law within the second degree, spouse not legally separated, cohabitee, spouse' or cohabitee's child, dependants being his/her relative or relative-in-law.

2. that the chief executive officer (*in case of joint stock company*) the directors (*in case of Plc*) the shareholders (*in case of Partnerships*) that the subjects with strategic responsibilities inside the organisational structure (*in any other case*) and/or its relatives (spouse not separated, relatives/relatives in law within the 1<sup>st</sup> degree)

**did not cover / covered <sup>4</sup>**

over the last 36 months (24 months in case of relatives) the role of public official or public service provider for activities that involved, including indirectly, any of the Companies of the Enel Group (issuance of licenses, controls of any kind, etc.).

<sup>1</sup> The acquisition of the aforementioned declaration is not required in case of public entities. In case of listed companies, banking institutions and companies controlled by them, the aforementioned declaration shall refer to the top managers of the relevant legal person (e.g.: chief executive officer, directors, shareholders, etc.).

<sup>2</sup> The information given in compliance with this clause are acquired in accordance with the legislation on personal data protection, on the basis of checks relating to natural persons owning each company share/interest of the undersigned company, as well as any possible company (including trust company and their beneficial owners) having the direct control over the declarant Company.

<sup>3</sup> Strike out what does not apply. Should only one of the situations listed above exist, please indicate, in the attached declaration (letter A), any relevant information in detail. Enel will carry out the necessary inspections for the purposes of this declaration.

<sup>4</sup> Strike out what does not apply. Should only one of the situations listed above exist, please indicate, in the attached declaration (letter B), any relevant information in detail. Enel will carry out the necessary inspections for the purposes of this declaration.



The undersigned Company undertakes to promptly inform Enel about any variation in respect of the information sent with this declaration. In addition, aware that Enel may request at any time to prove the contents of this declaration, the Company undertakes to provide suitable documentation by now.

In witness whereof,

Date, .....

Stamp of the company

Signature of the legal representative

**Personal data processing: privacy policy and consent.**

*Pursuant to the applicable legislation on personal data protection, Enel informs that the data supplied will be processed exclusively in relation to the process of supply and selection of the supply companies, in order to ensure equity, transparency and fairness and for the purposes to prevent situations of possible conflicts of interests and **illegitimacy** of behaviours in compliance with the provisions of the Code of Ethics, of the Organisational Model pursuant to the Leg. Decree 231/2001 **and of the ZTC Plan** adopted by the 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 privacy 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 privacy policy.*

(Legible signature in full)

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



## A. ATTACHMENT TO THE CONFLICT OF INTERESTS DECLARATION (LEGAL PERSON)

.....  
The Company

in the person of 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 **relating to individuals** owning each corporate share/shareholding:

Mr..... Name .....

Surname .....

Born in ..... on .....

Tax Code .....

Resident in ..... at ..... address .....

Within the Company he acts in the capacity as .....

Within the Enel Group he acts in the capacity as:

- ☐ Director of the Company..... of the Enel Group
- ☐ Executive having strategic responsibilities (please specify the concerned position) ..... of the Company  
..... of the Enel Group.
- ☐ Employee of the Department (please specify the concerned position)..... with  
role/qualification ..... of the Company ..... of the Enel Group
- ☐ Auditor of the Company ..... of the Enel Group
- ☐ Relative/Relative-in-law within the second-degree of relativity/relativity-in-law/ spouse not legally separated/  
cohabitee / spouse' or cohabitee's child/ dependant being relative or relative-in-law of:  
Name.....  
Surname ..... belonging to the Company  
..... of the Enel Group with role/qualification .....

In witness whereof, Place and date, .....

Signature of the legal representative

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 relating to individual owning each corporate share / shareholding** and undertakes to promptly inform





Enel regarding any changes from the information transmitted with this declaration. In addition, aware that Enel may request at any time to prove the contents of this declaration, the Company undertakes to provide suitable documentation by now.

In witness whereof,

Date, .....

Signature of the legal representative

**Personal data processing: privacy policy and consent.**

*Pursuant to the applicable legislation on personal data protection, Enel informs that the data supplied will be processed exclusively in relation to the process of supply and selection of the supply companies, in order to ensure equity, transparency and fairness and for the purposes to prevent situations of possible conflicts of interests and illegitimacy of behaviours in compliance with the provisions of the Code of Ethics, of the Organisational Model pursuant to the Leg. Decree 231/2001 and of the ZTC Plan adopted by the 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 privacy 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 privacy policy.*

Signature of the legal representative

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

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

The Company .....  
in the person of its legal representative ..... declares that:

Mr..... Name  
Surname.....  
Born ..... in ..... on .....  
Tax Code .....  
Resident ..... in ..... at  
address .....  
within the Company he acts in the capacity as .....

a. ACTED in the capacity as "authentication officer" (PURSUANT TO SECT. 3575 CRIMINAL CODE) OR "PUBLIC OFFICIAL" (SECT. 358<sup>6</sup> CRIMINAL CODE), DURING THE FOREGOING 36 MONTHS, 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;

0. HAD RELATIONSHIPS WITH ENEL GROUP, AND DID NOT EXERCISE AUTHORITY OR NEGOTIATION POWERS HAVING AS "ADDRESSES" COMPANIES BELONGING TO ENEL GROUP:

(Enel Company)

due to the following reasons: .....

1. HAD RELATIONSHIPS WITH ENEL GROUP, AND EXERCISED AUTHORITY OR NEGOTIATION POWERS HAVING AS "ADDRESSES" COMPANIES BELONGING TO ENEL GROUP:

(Enel Company)

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 .....  
Tax Code .....

<sup>5</sup> Sect. 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 characterized by the public administration's will or its carrying out by using authorisation or certifying powers."

<sup>6</sup> Sect. 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 characterized by the lack of the typical powers of the latter, with the exclusion of simple ordinary tasks and the provision of merely material works."



Resident in ..... address .....

that 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 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. In addition, aware that Enel may request at any time to prove the contents of this declaration, the Company undertakes to provide suitable documentation by now.

In witness whereof,

Date, .....

Signature of the legal representative

#### **Personal data processing: privacy policy and consent.**

*Pursuant to the applicable legislation on personal data protection, Enel informs that the data supplied will be processed exclusively in relation to the process of supply and selection of the supply companies, in order to ensure equity, transparency and fairness and for the purposes to prevent situations of possible conflicts of interests and illegitimacy of behaviours in compliance with the provisions of the Code of Ethics, of the Organisational Model pursuant to the Leg. Decree 231/01 and of the ZTC Plan adopted by the 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 privacy 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 privacy policy.*

Signature of the legal representative

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

**ATTACHMENT 2: CONFLICT OF INTERESTS DECLARATION (NATURAL PERSON)**

**CONFLICT OF INTERESTS DECLARATION (NATURAL PERSON)**

The undersigned .....

aware that:

- the Enel Group has a Code of Ethics and an Organisational Model pursuant to the Leg. Decree 231/2001 and has adopted the Zero Tolerance Anti-corruption Plan;
- these documents express the commitments and ethical responsibilities of the Enel Group in the conduct of its business as well as in the management of the relationships and meet the requirement to ensure conditions of fairness and transparency in the performance of the business activities and in the relationships with third parties;
- the Enel Group wants to ensure the utmost fairness, transparency and full traceability of the various purchase processes and of contractors;

and that a false statement may entitle Enel to terminate the Contract and to request compensation for damages,

**DECLARES**

1. **to not cover/to cover<sup>1</sup>** senior management positions inside the Group's Companies (Directors, Managers with strategic Responsibilities), employees of such Companies or Group's Statutory Auditor;
2. **not to have/ to have<sup>2</sup>** – within the Group's companies – relatives/relatives in law within the second degree, spouse not legally separated, cohabitee, spouse' or cohabitee's child, dependants being his/her relative or relative-in-law.
3. **not to have covered / to have covered<sup>3</sup>** over the last 36 months the role of public official or public service provider for activities that involved, including indirectly, any of the Companies of the Enel Group (issuance of licences, controls of any kind, etc.). Likewise, to the best of my knowledge, these offices were not covered, over the last 24 months, by 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 provide Enel with the attached declaration.

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

The undersigned undertakes to promptly inform Enel about any variation in respect of the information sent with this declaration.

In addition, aware that Enel may request at any time to prove the contents of this declaration, the Company undertakes to provide suitable documentation by now.

In witness whereof,

Date, .....

Stamp

Signature of the legal representative



- <sup>1</sup> Strike out what does not apply.
- <sup>2</sup> Strike out what does not apply.
- <sup>3</sup> Strike out what does not apply.

---



The undersigned 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. In addition, aware that Enel may request at any time to prove the contents of this declaration, the Company undertakes to provide suitable documentation by now.

In witness whereof,

Date, .....

Signature of the legal representative

**Personal data processing: privacy policy and consent.**

*Pursuant to the applicable legislation on personal data protection, Enel informs that the data supplied will be processed exclusively in relation to the process of supply and selection of the supply companies, in order to ensure equity, transparency and fairness and for the purposes to prevent situations of possible conflicts of interests and illegitimacy of behaviours in compliance with the provisions of the Code of Ethics, of the Organisational Model pursuant to the Leg. Decree 231/01 and of the ZTC Plan adopted by the 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 privacy 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 privacy policy.*

Signature of the legal representative

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

## **ATTACHMENT TO THE CONFLICT OF INTERESTS DECLARATION (NATURAL PERSON)**

### **With reference to point 1:**

- ☐ Director of the Company ..... of the Enel Group
- ☐ Executive with strategic responsibilities (please specify the concerned office) of the Company of the Enel Group.
- ☐ Employee of the Department (please specify the concerned position)..... with role/qualification..... of the Company ..... of the Enel Group;
- ☐ Statutory Auditor of the Company ..... of the 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' or cohabitee's child/ dependant being relative or relative-in-law of:

Name.....Surname .....

belonging to the Company ..... of the Enel Group

role/qualification.....

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

### **With reference to point 3:**

a) I ACTED in the capacity as “**authentication officer**” (pursuant to sect. 357<sup>4</sup> Criminal Code) or “**public official**” (sect. 358<sup>5</sup> criminal code), during the foregoing 36 months, at:

\_\_\_\_\_ qualification: \_\_\_\_\_

(Body/Institution)

\_\_\_\_\_ ( \_\_\_\_\_ ) from \_\_\_\_\_ to

(place)

(province)

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

1. I DID not have relationships with Enel Group;

2. I HAD relationships with Enel Group, AND DID NOT exercise authority or negotiation powers having as addresses companies belonging to Enel Group:

(Enel Company)

due to the following reasons:

- <sup>4</sup> Sect. 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 characterized by the public administration's will or its carrying out by using authorisation or certifying powers.”
- <sup>5</sup> Sect. 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 characterized by the lack of the typical powers of the latter, with the exclusion of simple ordinary tasks and the provision of merely material works.”





3. I HAD relationships with ENEL Group, AND EXERCISED authority or negotiation powers having as “addresses”

companies belonging to Enel Group: .....

(Enel Company)

due to the following reasons: .....

b) One of my **family members** (non-separated spouse, direct first-degree relative / relative-in-law) .....

Mr.....

Name

Surname.....

Born

in

on

Tax Code .....

Resident

in

address .....

HAS 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 Enel Group: \_\_\_\_\_

(Enel Company)

due to the following reasons:

This declaration is made based on the 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. In addition, aware that Enel may request at any time to prove the contents of this declaration, I undertake to provide suitable documentation by now.

In witness whereof,

Date, .....

Signature of the legal representative

### Personal data processing: privacy policy and consent.

*Pursuant to the applicable legislation on personal data protection, Enel informs that the data supplied will be processed exclusively in relation to the process of supply and selection of the supply companies, in order to ensure equity, transparency and fairness and for the purposes to prevent situations of possible conflicts of interests and illegitimacy of behaviours in compliance with the provisions of the Code of Ethics, of the Organisational Model pursuant to the Leg. Decree 231/01 and of the ZTC Plan adopted by the 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 privacy policy, I hereby give my consent to the personal data processing within the limits and for the purposes of the privacy policy.*

Signature of the legal representative

ATTACHMENT 3: Declaration pursuant to special part “D” “Offenses against the individual”

**Declaration pursuant to special part “D” “Offenses against the individual”**

**HUMAN RIGHT STATEMENT (Legal Person)**

The Company ..... in the person of its legal representative ..... being aware that a false statement may entitle Enel to terminate the Contract and to claim compensation for damages,

**declares:**

**to have been / not to have been** (please strike out what does not apply) inspected during the last 5 years in judicial proceedings regarding the following crimes against individuals: slavery, subjugation, minor prostitution, minor pornography, keeping of 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 about any variation in respect of the information sent with this declaration. In addition, aware that Enel may request at any time to prove the contents of this declaration, the Company undertakes to provide suitable documentation by now.

In witness whereof,

Date, .....

Stamp of the company

Signature of the legal representative



**ATTACHMENT 4: Declaration pursuant to special part “D” “Offenses against the individual”**

**Declaration pursuant to special part “D” “Offenses against the individual”**

**HUMAN RIGHT STATEMENT (Natural Person)**

The undersigned ..... being aware that a false statement may entitle Enel to terminate the Contract and to claim compensation for damages,

**declares:**

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

The undersigned undertakes to promptly inform Enel about any variation in respect of the information sent with this declaration. In addition, aware that Enel may request at any time to prove the contents of this declaration, the Company undertakes to provide suitable documentation by now.

In witness whereof,

Date, ...

Stamp

Signature of the legal representative

**ATTACHMENT 5: Declaration of Confidentiality**

**DECLARATION OF CONFIDENTIALITY**

**CONTRACT NO.**.....**OF** .....

**SUBJECT:**

I, the undersigned:

(name surname of the declarant)

☐

Natural person (cancel only if the Contract concerned is made out to a company)

[ ] Owner

}

of

(Name/Business name of the company)

[ ] Legal Representative

(to be compiled only if the Contract concerned is made out to a company)

**DECLARE:**

- ☐ that the list of all those who in relation to the aforesaid Contract will have the possibility to access Enel premises and/or to access and process data and information belonging to the Enel Group is made up of:

1) Mr. ....

(Surname, Name)

2) Mr.

(Surname, Name)

- ☐ that each of the persons listed hereinabove has signed the appropriate individual confidentiality clause attached to this declaration;

- ☐ that the liaison officer who has the responsibility for keeping the foregoing list constantly updated is

Mr. \_\_\_\_\_ e-mail \_\_\_\_\_ Tel. \_\_\_\_\_ Fax \_\_\_\_\_

No. \_\_\_\_ individual confidentiality clauses attached

Date

The Declarant

.....  
(Stamp and Signature)

## INDIVIDUAL DECLARATION OF CONFIDENTIALITY

**CONTRACT NO.** ..... **OF**

**SUBJECT:**

.....  
 ...  
 .....

I, the undersigned

born in ..... ( ..... ), on .....

to be compiled if the contract concerned is made out to a company

☐ employee

☐ consultant

}

of the Company .....

in relation to the above-captioned Contract, undertake:

- ☐ not to disclose or communicate to third parties the information gathered, the opinions, the related research conducted, or any elements that may be made available by Enel for the fulfilment of the Contract concerned and to use the said information exclusively for the purposes of the said Contract, except in cases when I must comply with legal obligations or with requests by the Public Authorities, to which it is not possible to oppose legitimate refusal;
- ☐ to examine and precisely comply with the requirements for security of data shown in the attachment and, when using any IT systems that may be made available by Enel, take care, with the utmost diligence, of all hard and/or electronic copies obtained or produced during performance of the activities.

Information disclosed by Enel itself to the public, i.e. available in official documents, are excluded from such confidentiality obligations.

These confidentiality obligations shall remain in force for a period of 5 years from termination of this assignment, even in the event of withdrawal and dissolution, either direct or indirect, of the Contract with Enel.

For acceptance

Signature

Date: .....

-----

### **Regulations for the use of ENEL IT systems**

Access to the IT systems owned by the Enel Group and their related use must be made in compliance with the security rules listed hereinbelow:

- credentials for log-in to Enel IT systems are personal and must be used only as such. The related password must be kept strictly secret and changed at least every 60 days;
- access to the IT system must be limited to the components instrumental to perform the activities envisaged in the assignment, even if the security measures taken do not prevent access to other components. Use of network services and connection of equipment other than that required to perform the duties is not permitted;
- operations carried out with Enel IT systems must not be in breach of the laws of the State and international regulations;
- the workstation used to perform the duties (fixed and/or portable) must not be used for any connection to the Internet other than that which may be made available by Enel;
- portable PCs may be connected to the Enel data network only if updated antivirus software is installed on them. In particular, all possible countermeasures must be taken to prevent the spread of viruses, worms, hoaxes, trojan horses and any other illegal software that may cause interruption of the IT service;
- no texts and/or images created/transmitted by Enel IT systems may include offensive and/or indecorous contents;
- any e-mail address provided for use may not be used to start "spamming" actions or to perpetuate chain letters.

In relation to the foregoing rules, Enel reserves the right to prevent distorted use of its IT infrastructures, without prejudice to the provisions of the applicable laws. Enel also reserves the possibility of reporting any possible breach that constitutes a crime to the competent Judicial Authorities.

## ATTACHMENT 6: E-invoicing obligation

In order to avoid the impossibility by the Companies of the Enel Group based in Italy to process invoices sent through channels not provided for by the new law, all the suppliers shall verify, before issuing the invoice, if they fall within the aforementioned obligation.

Some key fields to be filled in the e-invoice (XML trace) are indicated below to minimize the difficulties in processing them in the Enel's management systems, in order to ensure the payment within contractual terms.

- Transmission data
- Failed Delivery Notification
- Purchase order
- Stamp duty
- VAT chargeability
- CIG/CUP
- Transport Document
- Reception Data
- Attachments

The indications supplied may be subject to integration/modification after update by the Revenue Agency or to integrate information or data that should be necessary for Enel in the process of registration of invoices.

### Transmission data

The transmission of invoices or notes of variation to Enel Companies shall occur by using the Transmission Format – reference XML trace [1.1.3] – provided for the invoicing between private parties or B2B (FPR12) which provides for a 7-digit Recipient Code “0000000”

Example of correct completion

<FormatoTrasmissione>FPR12</FormatoTrasmissione>	[Transmission Format]
<CodiceDestinatario>0000000</CodiceDestinatario>	[Recipient Code]

The Enel Companies do not supply any Certified e-mail address and recipient code. The Enel companies have made use of the pre-registration service available in the website of the Revenue Agency. To deliver the e-invoices suffice to correctly indicate the Recipient Code 0000000 and the VAT Number of the Enel Customer Company.

The SDI (Interchange System) will send the document to the online address communicated with the “registration service” to the detriment of the address, if different, whether reported or not in the e-invoice.

Therefore, the VAT Number and the recipient code must be correctly indicated.

It is important to correctly indicate the VAT number in the correct position of the XML trace [1.4.1.1]

Correct example referred to one of the Companies of the Enel Group (Enel Company Sole S.r.l)

<CessionarioCommittente>	[Buyer/Orderer (customer)]
<DatiAnagrafici>	[tax and identity data]
<IdFiscaleIVA>	[Tax ID code for VAT purposes]
<IdPaese>IT</IdPaese>	[country code]
<IdCodice> <b>05999811002</b> </IdCodice>	[tax identification code]



<IdFiscaleIVA>	[Tax ID code for VAT purposes]
<CodiceFiscale> 02322600541</CodiceFiscale>	[Tax code]
<Anagrafica>	[identity data of the seller's/provider's tax representative]
<Denominazione>Enel Sole S.r.l</Denominazione>	[Company name]

#### Example of incorrect completion – missing VAT number

<CessionarioCommittente>	[Buyer/Orderer (customer)]
<DatiAnagrafici>	[tax and identity data]
<CodiceFiscale> 02322600541</CodiceFiscale>	[Tax code]
<Anagrafica>	[identity data of the seller's/provider's tax representative]
<Denominazione>Enel Sole S.r.l</Denominazione>	[Company name]

#### Example of incorrect completion – Data reversion. Tax code entered in the position of VAT number

<CessionarioCommittente>	[Buyer/Orderer (customer)]
<DatiAnagrafici>	[tax and identity data]
<IdFiscaleIVA>	[Tax ID code for VAT purposes]
<IdPaese>IT</IdPaese>	[country code]
<IdCodice> 02322600541</IdCodice>	[tax identification code]
<IdFiscaleIVA>	[Tax ID code for VAT purposes]
<CodiceFiscale> 05999811002</CodiceFiscale>	[Tax code]
<Anagrafica>	[identity data of the seller's/provider's tax representative]
<Denominazione>Enel Sole S.r.l</Denominazione>	[Company name]

### Failed Delivery Notification

In case, for technical reasons not attributable to the SDI, the delivery was not possible (e.g., full or inactive certified e-mail address or rather inactive online channel), the SDI makes available for the buyer/orderer (customer) the e-invoice in its reserved area of the website of the Revenue Agency, notifying said information to the sender. The seller/provider (supplier) shall promptly inform the Companies of the Enel Group, through **e-mail address**, that the original of the e-invoice is available in the reserved area of the website of the Revenue Agency. The suppliers are kindly invited to produce the communication indicating **copy of the failed delivery notification** and IT or analogue copy of the e-invoice, for the purposes to allow us to process the invoice in due time for the payment.

### Purchase order

The order ID, if provided by the Enel Companies, as well as provided for by the Contract, shall be included in the invoice and finds its position in DatiOrdineAcquisto [2.1.2] [Purchase order information] in the section IdDocumento [2.1.2.2] [Document ID]. If it was entered in other fields, e.g. “DatiContratto o altro campo descrittivo” [Contract information or other descriptive field], the element will not be recognised by our systems.

The purchase order ID of Enel Companies is always a 10-digit alphanumeric code. Therefore, we ask to pay attention to the correct completion of the specific block:

Correct example of completion: the order was entered in the correct block

<DatiOrdineAcquisto>	[Purchase order information]
<RiferimentoNumeroLinea>1</RiferimentoNumeroLinea>	[row of the invoice to which the transport document refers]

<IdDocumento>4500001164</IdDocumento>	[document number]
<NumItem>00010</NumItem>	[identification of the single item on the document]
<DatiOrdineAcquisto>	[Purchase order information]

### Example of wrong completion: the purchase order was entered in the contract block

<DatiContratto>	[block containing the information relative to the contract]
<RiferimentoNumeroLinea>1</RiferimentoNumeroLinea> refers]	[row of the invoice to which the transport document refers]
<IdDocumento>4500001164</IdDocumento>	[document number]
<NumItem>10</NumItem>	[identification of the single item on the document]
<DatiContratto>	[block containing the information relative to the contract]

### Example of correct completion: the purchase order and the contract have been entered in the correct positions

<DatiOrdineAcquisto>	[Purchase order information]
<RiferimentoNumeroLinea>1</RiferimentoNumeroLinea> refers]	[row of the invoice to which the transport document refers]
<IdDocumento>4500001164</IdDocumento>	[document number]
<NumItem>00010</NumItem>	[identification of the single item on the document]
<DatiOrdineAcquisto>	[Purchase order information]
<DatiContratto>	[block containing the information relative to the contract]
<IdDocumento>8400126611</IdDocumento>	[document number]
<DatiContratto>	[block containing the information relative to the contract]

## Stamp duty

In case the stamp duty shall be paid, the information of the specific block DatiBollo [2.1.1.6] [stamp duty] shall be completed:

- [2.1.1.6.1] BolloVirtuale SI [Virtual stamp duty YES]
- [2.1.1.6.2] ImportoBollo 2.00 [stamp duty value]

We remind that for invoices with an amount below euros 77,47 the stamp duty shall not be applied.

<DatiBollo>	[stamp duty]
<BolloVirtuale>SI</BolloVirtuale>	[Virtual stamp duty YES]
<ImportoBollo>2.00</ImportoBollo>	[stamp duty value]
<DatiBollo>	[stamp duty]

If the Supplier completes the specific field mentioned above without, contextually, enter a detail row for the stamp duty value of 2 euros, the stamp duty amount will be deemed at the expense of the Supplier. Vice versa, it will be deemed at the expense of the customer if the Supplier enter the relevant detail row making the stamp duty value flow into the invoice total amount.

A correct example in the position of the row is shown here below:

<DettaglioLinee>	[block always obligatory containing the detail rows of the document]
------------------	--

<NumeroLinea>2</NumeroLinea>	[number of the detail row of the document]
<Descrizione>Bollo</Descrizione>	[stamp duty description]
<Quantita>1.00</Quantita>	[quantity]
<PrezzoUnitario>2.00</PrezzoUnitario>	[unit price]
<PrezzoTotale>2.00</PrezzoTotale>	[total price]
<AliquotaIVA>0.00</AliquotaIVA>	[VAT rate applied]
<Natura>N1</Natura>	[nature of the transaction]
<DettaglioLinee>	[block always obligatory containing the detail rows of the document]

### VAT chargeability

In principle, the Companies of the Enel Group fall within the split payment mechanism. For this reason, only e-invoices issued under the split payment regime can be accepted and any other VAT chargeability system will not be accepted entailing **the refusal of the invoice and the failed payment**. We invite you to look up the valid lists for the purposes of the application of the split payment regime in the website of the Ministry of Economy and Finance – Finance Department.

VAT chargeability completion criteria [2.2.2.7]

**Write the letter S** split payment sect-17-ter of the Presidential Decree 633/72

Correct example of summary

<DatiRiepilogo>	[summary data for every VAT rate, nature or distinct values of element]
<AliquotaIVA>22.00</AliquotaIVA>	[VAT rate applied]
<ImponibileImporto>241067.66</ImponibileImporto>	[taxable base]
<Imposta>53034.89</Imposta>	[tax resulting from the application of the VAT rate on the taxable base]
<EsigibilitaIVA>S</EsigibilitaIVA>	[VAT chargeability system, deferred or immediate]
<DatiRiepilogo>	[summary data for every VAT rate, nature or distinct values of element]

### Wrong example of summary

<DatiRiepilogo>	[summary data for every VAT rate, nature or distinct values of element]
<AliquotaIVA>22.00</AliquotaIVA>	[VAT rate applied]
<ImponibileImporto>241067.66</ImponibileImporto>	[taxable base]
<Imposta>53034.89</Imposta>	[tax resulting from the application of the VAT rate on the taxable base]
<EsigibilitaIVA>I</EsigibilitaIVA>	[VAT chargeability system, deferred or immediate]
<DatiRiepilogo>	[summary data for every VAT rate, nature or distinct values of element]

### CIG/CUP

The CIG/CUP codes, if provided for by the contract shall be entered in:

**DatiContratto** [2.1.3] respectively in the section **CodiceCUP** [2.1.3.6] [Individual Project Code] and/or **CodiceCIG** [2.1.3.7] [Tender procedure identification code].

#### • Transport document

In case of supplies of goods certified through transport document, both number and date of the transport document shall be reported in the invoice. In particular said information shall be compulsorily indicated in:

**DatiDDT** [2.1.8] respectively in the section **NumeroDDT** [2.1.8.1] [transport document number] and **DataDDT** [2.1.8.2] [transport document date].

The element [2.1.8.3] **RiferimentoNumeroLinea** [detail row of the invoice to which the transport document refers] shall be completed only if the invoice refers to different transport documents to be reported in the respective detail rows to which the transport document refers.

Example of completion of the data referred to the whole invoice and therefore to all the detail rows:

<DatiDDT>	[block to be filled in in the case of a "deferred" invoice to indicate the document with which the goods were delivered]
<NumeroDDT>999</NumeroDDT>	[transport document number]
<DataDDT>2018-11-09</DataDDT>	[transport document date]
</DatiDDT>	

We advise against putting other information before the transport document number.

Example of wrong completion

<DatiDDT>	[block to be filled in in the case of a "deferred" invoice to indicate the document with which the goods were delivered]
<NumeroDDT>document 999</NumeroDDT>	[transport document number]
<DataDDT>2018-11-09</DataDDT>	[transport document date]
</DatiDDT>	

#### Reception Data

In case of invoices referred to services and/or works, the payment authorisation ID proving the authorisation to a specific SAL or service completion shall always be present. This is a 10-digit numeric code. This information finds its position inside the XML trace in the DatiRicezione block:

<**DatiRicezione**> [2.1.5] [block containing the information relative to the data present on the management system used by the PA (Tax Agencies) regarding the reception phase] with position detail [2.1.5.2]

Example of correct completion of the "DatiRicezione" information

<DatiRicezione>	
<IdDocumento>1000002142</IdDocumento>	[document number]
</DatiRicezione>	

#### • Attachments

This is the possibility, available in the trace (from 2.5.1 to 2.5.5) to attach files in PDF format or other format envisaged to the XML document in order to facilitate the registration of the invoice. Example of pdf. attachments can be a copy of the invoice in “analogue” format, transport documents, etc.

Attention: if the attachment contains one or more information already present in the XML trace, the first one cannot replace in any way, if different, the second one that will be those officially valid.



**GDPR ATTACHMENTS (FROM ATTACHMENT 1 TO ATTACHMENT 8)**



## GDPR ATTACHMENT 1

### Personal data processing description

With reference to art. 18 of Annex VII to the Order Letter no. .... and in particular to the appointment of the company [\*] as Data Processor, with this attachment we want to specify that said data processing shall cover the following type of data and categories of data subjects.

#### **A. Data Categories**

- **Personal information<sup>16</sup>** ☐
- **Special category data<sup>17</sup>** ☐
- **Judicial data** ☐
- **Economic and financial data** ☐
- **Data related to contracts with customers (e.g. POD, PDR)** ☐
- **Others** \_\_\_\_\_ ☐

#### **B. Categories of data subjects**

- **Customers** ☐
- **Employees** ☐
- **Suppliers** ☐
- **Shareholders** ☐
- **Other** \_\_\_\_\_ ☐

*Dear Authorised Person NAME AND SURNAME*

GDPR Attachment 2

REF. CONTRACT NO. \_\_\_\_\_

<sup>16</sup> e.g. name and surname; house address; e-mail address, identity card number; data on position (e.g. positioning function on a mobile telephone), IP address (Internet Protocol)

<sup>17</sup> Include sensitive data, e.g. health condition, habits, daily activity, political party or trade union memberships or religious or philosophical beliefs, sex life or sexual orientation, racial or ethnic origin, financial data (such as credit card or current account), biometric data (fingerprints, retina scan), genetic data



**Subject:**

**TEMPLATE TO APPOINT AN AUTHORISED PERSON OF PERSONAL DATA PROCESSING (HEREINAFTER "AUTHORISED PERSON") PURSUANT TO SECT. 29 OF THE EU REGULATION 2016/679 (HEREINAFTER "GDPR")**

The Company xxxxxx in the capacity as Data Processor as determined under the Contract above

**WHEREAS**

- The performance of the activities concerning Your contractual task/qualification entails the personal data processing and requires, not only but also, in relation to the Contract, the access to IT systems of the ENEL Company [•], Data Controller;
- To this end, Your access authorisation to the aforementioned systems is necessary.

The aforementioned processing and access authorisation imply Your appointment as "Authorised person" to personal data processing under the direct authority of the Data Controller pursuant to sect. 29 of the GDPR

**NOW THEREFORE**

the undersigned Company

**APPOINTS**

Mr. xxxx born in xxxx on xxxx Tax Code xxxxx as **Authorised Person** for personal data processing, namely for any operation, including mere consultation, related to personal data entered in digital and/or paper archives held by the undersigned Company and/or the Company [•], Data Controller, connected to the performance of the functions related to Your task/qualification \_\_\_\_\_, at the office of \_\_\_\_\_.

Minimum information and instructions aimed at the fulfilment of tasks awarded to You in relation to the operations of personal data processing are provided here below.

In particular, it is hereby specified that:

- The personal data processing shall be carried out in a licit and correct way;
- Personal data shall be collected and registered only for the purposes related to the activity performed, exclusively in the working hours and anyway not beyond the necessary time;
- Notwithstanding the foregoing, in the exceptional hypothesis of personal data processing performed out of the working hours, the Authorised Person shall make sure to have closed the working session ("log-off") in order that the access credentials are requested at the following use;
- The constant verification and update of data is necessary;
- The constant verification of completeness and relevance of data processed is necessary;
- The possible phase of collection of consent shall be preceded by appropriate privacy policy and the issue of consent of data subject, which shall be free, specific and in writing or anyway properly documented.
- In case of interruption, including temporary, of the work it is necessary to make sure that unauthorised third parties can access the data processed, by logging off;
- The authentication credentials shall be confidential and as such used only by the Authorised Person;
- In every processing operation, the utmost confidentiality shall be ensured.

In particular, You in the capacity as Authorised Person, shall:

- a) have access only to personal data whose knowledge is absolutely necessary to fulfil the tasks awarded and not beyond the necessary time;
- b) not leave unattended or exposed to the view of individuals anyway uninvolved in the processing of corporate documents, with particular reference to those containing sensitive and legal data, care the necessary confidentiality of data in question, implementing – even on the basis of the provisions imposed by the Company – the appropriate cautions to avoid that other unauthorised people can access said data;
- c) not disseminate, communicate data that came into Your possession, except for cases allowed by the law or provided for by the contractual rules and keep confidential any information known during the assignment even when the assignment has ceased;
- d) not download massively personal data unless prior communication and authorisation of the Data Controller or Processor;
- e) anyhow, keep with care and diligence appropriate paper documentation awarded during the performance of the working activity, containing sensitive data and those related to registrations in the criminal record, in cabinets or drawers with lock and comply with the procedure provided for (indication in the appropriate register of Your name, access time and date, withdrawal/return of the document) accessing the archives where the aforementioned data are stored;
- f) adopt and scrupulously abide by the provisions imposed by the Data Controller or the Person responsible for appropriate technical and organisational measures to ensure a risk-adjusted security level (pursuant to sect. 32 of the GDPR);
- g) in particular, for the data processing to be carried out with electronic or automated means, abide by possible specific access authorisations and methods and means of storage provided by the Data Controller or Processor;





h) inform the Data Processor in case of accidents involving the personal data covered by the processing, in particular if sensitive or legal data.

Anyhow, You shall scrupulously abide by the **provisions imposed on appropriate security measures of section 32 of the GDPR**, indicated hereunder and forming integral part of this letter, that You declare to know, as well as other provisions possibly imposed by the undersigned Company and/or the Controller Company, and You will be informed about any possible update in this regard.

Finally, it shall be noted that:

- this letter of appointment shall cease to produce effects from the date of termination of the labour relationship or of the assignment with the Undersigned company; therefore, after said date, any personal data processing, including access to IT systems of the Undersigned Company and/or of the Data Controller, is forbidden and sanctioned according to the legal provisions (see just by way of an example sect. 615-ter, criminal code on *"Abusive access to an IT or online system"*);
- copy of this letter shall be returned by the Authorised Person to the Undersigned Company, signed for knowledge and acceptance, shall be stored by the Company and by the latter made available for the Data Controller upon its express request, no later than two days from the request;
- to avoid unauthorised data processing the Undersigned Company shall inform the Controller Company about the interruption of the labour relation or assignment in place no later than five days from the occurrence, in order to allow the Controller Company to immediately remove the access authorisation granted by it.

\_\_\_\_\_, XX/XX/XXXX

The Data Processor

For knowledge and acceptance

the Authorised Person

#### **INSTRUCTIONS FOR "AUTHORISED PERSONS" OF PERSONAL DATA PROCESSING**

The EU Regulation 2016/679 on personal data protection, (hereinafter "GDPR") requires to everyone processing personal data that said operations occur in respect and protection of natural persons whom data refer to, either they are employees, suppliers of goods and services or customers, consultants, etc.

GDPR provides purposely for the need to properly train anyone that, in the performance of their activity, process personal data namely use or come into possession of personal data as defined in sect. 4 no. 1 of the GDPR (see definitions hereunder).

In compliance with the provisions of the GDPR, in the capacity as "Authorised Person", You should carry out any personal data processing abiding scrupulously by the following instructions and any further indication that You could receive from the Data Processor or rather the Data Controller or its Representative.

You shall remember that personal data shall be processed:

- in compliance with the confidentiality criteria;
- in a licit way and according to fairness;
- for a period of time no longer than that necessary for the purposes for which they have been collected or later processed;
- in full compliance with the appropriate security measures, keeping and controlling the data subject to processing in order to avoid risks, including accidental, of destruction or loss, of unauthorised access or processing that is not compliant with the purposes of the collection.

In particular, as concerns:

- **Personal data access**, corporate databases and applications: corporate data, databases and applications You can access are those strictly essential to provide Your service, in line with Your tasks and, as regards IT applications, according to the user profile assigned to You.
- **Creation of new procedures/applications**: without prior authorisation, You cannot activate on Your own new IT procedures for data management or processing, digital or paper archives or personal data files. If this was necessary, You shall prior inform Your direct manager and proceed only after receiving an authorisation.
- **Communication and disclosure**: the data You can access during the working activity shall be processed by You in person, or by Your co-workers, while cannot be disclosed and/or sent to external third parties.
- **Security measures**: You are responsible to comply with all the security and protection measures intended to avoid risk of destruction, loss, unauthorised access or processing; in particular, Your password shall not be communicated to anyone, Your PC shall not be connected to corporate archives and accessible in Your absence; paper data shall be stored in locked cabinets at the end of the day and, anyway, after being used; anyhow You shall ensure paper data confidentiality whenever You move away from your workstation. Any event

that You deem relevant on data security shall be immediately reported to the Data Processor. Particular attention shall be paid in the management of documents containing legal and/or sensitive data.

- **Request of access/exercise of rights:** if You should receive a request of access pursuant to Chapter III "Rights of the data subject" of the GDPR by a data subject to his/her data (either he/she is an employee of the company, or a supplier, a customer, a consultant, etc.), You shall take a note, writing date and name of the data subject, than immediately inform the Data Processor or rather the competent organisational function to provide a response, which shall be supplied within the timeframes set out.

## 1. PROCESSING WITHOUT THE USE OF ELECTRONIC DEVICES

Personal data stored on magnetic and/or optical devices shall be protected with the same security measures provided for hard copies.

The security measures applied to copies or reproductions of documents containing personal data shall be the same applied to their originals.

### 1.1 Storage

The documents containing personal data, shall be stored in order to not be accessible to persons unauthorised to data processing (e.g. cabinets or drawers that should be possibly locked).

The documents containing personal data that are withdrawn from archives for the daily activity shall be restored there at the end of the day.

The documents containing personal data shall not remain unattended on work desks or tables; likewise, attention shall be paid while withdrawing the documents received via fax; in principle avoid to print documents, unless indispensable, and anyway withdraw them immediately avoiding to leave them unattended at the printer.

### 1.2 Communication

The use of personal data shall occur on the basis of the need to know principle and namely they shall not be shared, disclosed or sent to people that do not need them to perform their working activity (even if these persons are authorised to data processing). Data shall not be disclosed out of the Company and anyway to third parties unless prior authorisation of the Data Controller or rather the Data Processor.

### 1.3 Destruction

If documents containing personal data need to be destroyed, they shall be destroyed by using specific paper-shredder machines or, in their absence, they shall be broken into small pieces in order that they cannot be put back together anymore.

Magnetic and/or optical devices containing personal data shall be cancelled before being reused. If this is not possible, they shall be destroyed.

### 1.4 Further instructions in case of processing of sensitive and legal data

The documents containing sensitive and/or legal data shall be controlled and stored by Authorised Persons in order that unauthorised persons cannot have access to them. For example, the consultation of documents/certificates for inclusion in IT procedures of personnel management/administration, of data concerning trade union permits, absences for diseases, etc., shall occur for the time strictly necessary to the typing and, immediately later, the documents shall be stored on the basis of these instructions. The storage of paper documents containing sensitive and/or legal data shall be separate from that concerning common data (the same cabinet or drawer – possibly locked – can be used but separate containers).

In order to access archives containing sensitive and legal data out of the working hours, You need to be identified and registered in the specific registers.

## 2. PROCESSING WITH THE USE OF ELECTRONIC DEVICES

### 2.1 Management of authentication credentials

The law provides for that access to IT procedures processing personal data is permitted to Authorised Persons having "authentication credentials" allowing to pass a process of identification. The authentication credentials consist of a code for identification of the Authorised Person of data processing (user-id) associated to a confidential password, or consist of an authentication device (e.g. smart card, token, one-time pw) or of a biometric characteristic. The Authorised Persons shall use and manage their authentication credentials abiding by the following instructions.

Individual user-id to access applications shall be never shared between various users (even if authorised to data processing). In case other users need to access data, it is necessary to request the authorisation to the Data Processor.

Authentication credentials (e.g. passwords, or strong authentication devices such as tokens, smart cards, etc.) allowing to access applications shall be kept confidential. They shall be never shared with other users (even if authorised to data processing).

The passwords shall be replaced, by each Authorised Person, at the first use and then in compliance with specific corporate procedures at least every three months in case of processing of sensitive and legal data or at least every 6 months for personal/common data.

The passwords shall be of at least eight characters in length or, in case the electronic device does not allow it, of at least a number of characters equal to the maximum length allowed. The passwords shall not contain references that can be easily attributed to the Authorised Person (e.g. names of relatives) and shall be chosen in compliance with the corporate regulations on creation and use of passwords (see also point 3 below) unless there are more restrictive provisions provided for by the corporate systems.

## 2.2 PCs and data protection

Every PC shall be equipped with passwords compliant with the instructions referred to in point 3 below. The passwords shall be stored and managed with diligence and in accordance with the indications provided by the Data Controller, or on his/her behalf, by the Data Processor.

In order to avoid illicit accesses, the screensaver shall be always be activated with password, where this setting was not automatically available.

All the software updates necessary to prevent vulnerabilities and correct defects shall be immediately installed on PCs, as soon as made available (and anyway at least once a year). In case this does not occur automatically, the Authorised Person shall inform the Data Processor.

A back-up shall be carried out at least weekly in the event that possible third parties' personal data are present only in the PC of the Authorised Person (namely not stored on corporate IT systems). The storage devices used for back-up shall be processed according to the rules defined in point "Processing without the use of electronic devices".

## 2.3 Cancellation of personal data

In case of disposal of working tools, You shall proceed with the removal of personal data therein contained.

## 2.4 Further instructions in case of processing of sensitive and legal data

The access passwords for IT procedures processing sensitive and legal data shall be replaced by the Authorised Person if an automated system is not available, at least every three months, except for more restrictive methods and period from time to time communicated by the Data Processor or envisaged by procedures.

The installation of necessary software updates to prevent vulnerabilities and correct defects of computer programs shall be carried out at least twice a year, if an automated system is not available.

## 3. GENERAL INSTRUCTIONS

### How to choose and use a password

- Use at least 8 characters
- Use letters, numbers and at least a character between . ; \$ ! @ - > <
- Do not use your or your relatives' dates of birth, names or surnames
- Do not choose a password equal to your ID or user-id
- Keep it always in a safe place not accessible to third parties
- Do not disclose it third parties
- Do not share it with other users

### How to behave in the presence of guests or service personnel

- Make guests wait in places where there are no confidential Information or personal data.
- If necessary, move away from your desk in the presence of guests, store the documents and activate the screensaver of the PC by pressing "ctrl-alt-del" in the keyboard and selecting the button "Lock Computer".
- Do not disclose to or make type your passwords by technical support personnel.
- Do not disclose passwords on the phone – nobody is authorised to ask for them.

### How to manage e-mails

- Do not open messages with attachments whose origin is unknown, they may contain a virus able to cancel data on PC or rather steal them.
- Avoid to open clips, presentations, images and files in any format coming from unknown sources that could be dangerous for data contained in your PC and, more in general, for the security of the corporate technological infrastructure.
- Avoid the automatic forwarding of your corporate e-mail box to external personal e-mail boxes and vice versa.

### How to correctly use Internet

- Avoid to download software from Internet (utility, office automation software, multimedia files, etc.) Because this can be dangerous for both data and corporate network, unless said software is functional to the realization of your activities and their use is anyway known by the competent organisational functions of the company.

## 4. PENALTIES FOR FAILURE TO COMPLY WITH THE RULES

We remind You that the use for personal purposes or anyway for unlawful purposes of data that you can or could access even in case it does not produce a damage and/or a responsibility for [•] pursuant to the Italian law, could anyway entail the application of disciplinary penalties, because they can be qualified as infringement of the employee's duties, as provided for by the Italian civil code or the applicable Collective or Individual Agreement, and possibly even criminal penalties.

We ask You to promptly report possible risk situations for data security that you have discovered (e.g. breach of password, attempt of unauthorised access to the systems) or rather concerning external subjects authorised to the access (obvious breach of the Corporate procedure). Your cooperation is important for the purpose to fill possible gaps in security systems and in procedures concerning the protection of processed personal data.

These instructions represent the guidelines to be followed for Your activity: therefore, in case of doubt, please contact the Data Processor.

## 5. DEFINITIONS

**Processing:** means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**Personal data:** means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**Special category data:** means personal data revealing race and ethnic origin, political opinions, religious or philosophical beliefs, trade union memberships, as well as genetic data, biometric data used to identify an individual, health data or data related to sexual preferences, sex life, and/or sexual orientation (ed.: disability, medical certificate, indication of diseases/injuries, disabled person, etc.).

**Legal data:** personal data revealing measures referred to in section 3, paragraph 1, letters from a) to o) and from r) to u) of the Presidential decree no. 313 of 14<sup>th</sup> November 2002, on criminal record, index of administrative sanctions inflicted for criminal offences or relevant pending proceedings, **or the** status of accused **or** inspected pursuant to sections 60 and 61 of the code of criminal procedure (ed.: DETENTION of house arrests, legal interdiction, measures related to amnesty and pardon, etc.).

**Data Controller:** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

**Data Processor:** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller;

**Authorised Person of data processing:** Person Authorised to process personal data under the direct authority of the Data Controller or Processor.

**Data subject:** means the natural person whose personal data are collected (e.g. employees, customers, suppliers, visitors etc.).

**Security measures:** means the set of appropriate technical and organisational measures to ensure a level of security appropriate to the risk (ed. pseudonymization, encryption, user id, use of containers with safety locks, etc.).

**APPOINTMENT OF "AUTHORISED PERSONS" OF PERSONAL DATA PROCESSING PURSUANT TO SECT. 29 OF THE  
EU REGULATION 2016/679 (GDPR)**

**SELF-CERTIFICATION**

**Facsimile AFFIDAVIT**

**(Presidential Decree No. 445 of 28<sup>th</sup> December 2000)**

Dear  
[.]

The undersigned.....  
(surname) (name).....  
born in .....(.....) on.....  
(place).....(prov.).....  
Resident in .....(.....) street ..... no. ....  
(place).....(prov.).....(address).....  
domiciled in .....(.....) street ..... no. ....  
(place).....(prov.).....(address).....  
In the capacity as legal representative of the Enterprise/Company.....  
with registered office in .....(.....) street ..... no. ....  
Tax Code.....VAT No.....

with regard to the Contract no. ....

in the capacity as Data Processor, aware of the criminal penalties referred to in sect. 76 of the Presidential Decree no. 445 of 28.12.2000,  
in case of false statements and creation or use of false records, on his/her own responsibility

**DECLARES**

- to have appointed the employees/partners employed for the activities referred to in the aforementioned contract as **"Authorised Persons"** of personal data processing" sect. 29 of the GDPR by using the letter of appointment template prepared by You including the relevant Instructions
- that copy of the appointments is available at his/her premises and available for this company

**ATTACHES**

- hereto the list of names of subjects appointed for this purpose

**UNDERTAKES**

- to provide this company with copy of the appointments within the date that will be subject to specific communication by this Company;
- to update the documentation sent, before the commencement of the activities in case of new employees/partners, within five working days from the date of termination in case of past employees/partners.

Date .....

Signature .....

**Privacy policy pursuant to sect. 13 of the GDPR**

We inform that personal data are acquired with this Attachment and are processed for purposes strictly connected to handling and execution of the Contract, or rather to fulfil the obligations provided for by the law. Furthermore, personal data are collected in electronic and paper form and shall be stored throughout the term of the Agreement and after its termination, for a period not exceeding the time limits provided for by the applicable law provisions.

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To this purpose, please note that:

- The Data Controller in question is the Company [•] in the person of its pro tempore legal representative (hereinafter referred to as ENEL);
- The data subject is the natural person whose personal data are processed for the conclusion, handling and execution of the Contract (hereinafter data subject);
- Personal data processed may be transmitted to third parties, or both to the companies under the management and coordination of ENEL S.p.A. or to the affiliate companies of ENEL S.p.A., and to other entities. The aforementioned third-party recipients may be appointed as Data Processors;
- The Data Subject may exercise the rights set out in sections 15-21 of the GDPR (right to access to personal data, to require data rectification, portability or erasure, to require the limitation of the processing of his/her personal data or to object to their processing), if applicable, contacting the Data Controller;
- The Data Subject is entitled to lodge a complaint with the Italian Data Protection Authority (Garante per la Protezione dei Dati Personali), with registered office in Rome, via di Monte Citorio, 121; Tel. (+39) 06.696771, email: garante@gpdp.it;
- The Data Controller has appointed the Data Protection Officer (DPO) pursuant to sect. 37 of the GDPR, DPO's contact details are available on the Data Controller's website.

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

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## Appointment of the Data Sub-Processor by the Data Processor

REF. CONTRACT NO. \_\_\_\_\_

Dear

*Supplier's business name*

.....

**Subject: APPOINTMENT OF DATA SUB-PROCESSOR (HEREINAFTER "SUB-PROCESSOR") PURSUANT TO SECT. 28, PARAGRAPH 4 OF THE EU REGULATION 2016 (HEREINAFTER "GDPR")**

1. In relation to the aforementioned contract, Enel Company [•], in its capacity as Data Controller as determined under the same contract (hereinafter also "Enel"), has appointed, pursuant to and in accordance with sect. 28 EU Regulation 2016/679 ("GDPR"), the Company \_\_\_\_\_ with office in \_\_\_\_\_ street \_\_\_\_\_ Data Processor (hereinafter "Processor").
2. The Processor intends to rely on an external entity for specific processing activities, having obtained the authorisation by ENEL to proceed in that behalf.

### Now therefore

the Processor in the person of the \_\_\_\_\_ in his capacity as \_\_\_\_\_ **appoints** the Company \_\_\_\_\_ with office in \_\_\_\_\_ street \_\_\_\_\_ Data Sub-Processor pursuant to sect. 28 paragraph 4 of the GDPR (hereinafter Sub-Processor") limited to the necessary operations to perform the above-referenced Contract which reference is made to – as integral part of this letter – for delimitation of the period of validity within which the responsibility of personal data processing can be referred.

The Sub-Processor undertakes to carry out said operations in compliance with the obligations imposed on the Processor by the GDPR and the instructions given by the Controller that, shall supervise the timely compliance with said instructions.

In particular whereas the Sub-Processor, in relation to the experience, capability and reliability claimed, provided a suitable guarantee of the full compliance with the applicable provisions on data processing and to have duly adapted to the GDPR, its tasks and responsibilities are the following:

- a) The Sub-Processor shall only process the personal data upon documented instruction by ENEL, specifying the nature of the data processed and the categories of data subjects;
- b) The Sub-Processor shall appoint the Authorised Persons of personal data processing ("Authorised Persons") for the completion of any operations, including mere consultation, related to the processing of personal data entered in IT or paper archives held by ENEL;
- c) The Sub-Processor shall ensure that the Authorised Persons undertake to comply with legal provisions and with any ENEL's instruction, as well as to keep confidential the personal information and data obtained in connection with the Contract, including during its execution, except in case of explicit approval by ENEL and for the cases specifically set out by law. ENEL reserves the right to request to the Supplier the list of the Authorised Persons in order to comply with the obligations laid down by the GDPR or with other legal provisions or due to national security or public interest purposes;
- d) The Sub-Processor shall implement the security measures provided for by sect. 32 of the GDPR, as well as any other preventive measure resulting from experience and suitable to prevent unauthorised data processing non-compliant with the purposes of the processing; the Sub-Processor shall also provide appropriate cooperation in the implementation of such measures, in the notification and communication of personal data breaches and with regard to the data protection impact assessment, in order to ensure data confidentiality and security, as well as to reduce the risk of destruction or accidental loss of the data;
- e) Upon ENEL's request, the Sub-Processor shall provide the list of the countries and of the data centres where the personal data are processed on behalf of ENEL;



- f) The Sub-Processor may only transfer the data to a third country or an international organisation outside the European Union in the cases referred to and under the conditions laid down in the GDPR, except where EU or national laws applicable to the Sub-Processor require to do so. In such case, the Sub-Processor undertakes to promptly inform ENEL of this legal obligation, except if the Sub-Processor is prevented from disclosing such information by national security or public interest reasons;
- g) Considering the nature of the processing, the Sub-Processor undertakes to support ENEL with suitable technical and organisational measures, to the extent possible, in order to fulfil ENEL's obligation to reply to the requests for the exercise of the rights of the Data Subject;
- h) The Sub-Processor shall support ENEL in ensuring the fulfilment of the obligations set out in sections from 32 to 36 of the GDPR, considering the nature of the processing and of the information available to the Data Processor;
- i) Upon ENEL's request, the Sub-Processor shall erase and/or return all the personal data after the completion of the processing services and destroy the existing copies, except if data retention is set out by the EU or EU Member States laws, providing ENEL with evidence thereof;
- j) If a Data Protection Officer has been appointed pursuant to sect. 37 of the GDPR, ENEL shall be informed thereof;
- k) The Sub-Processor shall make available to ENEL all the information required to certify the fulfilment of the obligations set out by the GDPR, supporting the activities of review, including inspections, carried out by ENEL or by another entity appointed by ENEL;
- l) In case of personal data breach, whether actual or alleged, the Sub-Processor shall promptly inform ENEL, within 24 hours from when the Sub-Processor becomes aware of the event and without undue delay;
- m) The Sub-Processor shall cooperate with ENEL, providing free of charge any information required to fulfil the obligations set out by sect. 33 and 34 of the GDPR, including its valid certifications;
- n) Notwithstanding the provisions of sect. 30 par. 5 of the GDPR, the Sub-Processor shall keep a Register of the processing activities carried out on behalf of ENEL pursuant to sect. 30 of the GDPR, to be made available upon ENEL's request in case of events subject to the provisions of sect. 33 and 34 of the GDPR.

The Sub-Processor may not process personal data for purposes other than the performance of the Contract.

In particular, if not required for the performance of the Contract, the Sub-Processor may not carry out massive extractions of personal data, including by RPA - Robotic Process Automation - (or "automatons"), unless such actions have previously been approved by the Customer.

The Sub-Processors shall abide by the same obligations that the Contract imposes on Processors.

The Sub-Processor shall appoint, in turn, possible resources employed in the processing as Authorised Persons of personal data processing, using the specific template prepared by the Controller attached to this document (GDPR Attachment 7).

Within the date covered by specific communication by the Controller, anyway, before the commencement of the activities covered by the Contract, the Sub-Processor shall also send its declaration according to the template by the latter prepared (GDPR Attachment 8).

The GDPR Attachment 8, in pdf. format digitally signed, along with the list of names of Authorised Persons of data processing by the Sub-Processor (according to the template made available by the Controller), shall be sent to the Processor and by the latter to the Controller according to the methods for this purpose specified.

With same methods indicated above, the Sub-processor undertakes also to update the aforementioned documentation on the occasion of possible variations. Anyhow the update shall be sent before the commencement of the activities for new employees/partners and within five working days from the termination date for past employees/partners.

Anyhow, both Processor and Sub-Processor undertake to store with diligence the aforementioned appointments as well as to make them available upon request of the Controller, no later than two days from the request.

The Sub-Processor shall process the personal data in EU Member States or in countries ensuring a suitable protection of personal data pursuant to applicable Adequacy Decisions of the European Commission.

If the Sub-Processor wishes to process the personal data in unsuitable countries, as defined by the European Commission, the Processor undertakes to ensure that the Sub-Processor signs the general contract terms specified in the European Commission's decision, applicable upon execution of this Contract.

### **Compensation and Liability**

Anyone suffers material or immaterial damages caused by a violation of the obligations referred to in the GDPR has the right to obtain the compensation for damages from the Data Controller or the Data Processor.

Without prejudice to the liability to compensation of the Sub-Processor already provided for by the Contract, the Sub-Processor is liable for the damage caused by the processing if he/she did not fulfil the contractual obligations or if he/she acted outside or contrary to lawful instructions of the Controller.

### **System administrators**

Since the personnel of the Sub-Processor may carry out tasks linked to those of a "system administrator" according to the applicable laws, the Sub-Processor undertakes to provide, upon request of the Processor or Controller, the list of its partners, authorised and appointed as "system administrators", as well as the list of any person who may potentially operate on personal data under ENEL's control.





Processor and Sub-processor also undertake to keep log in, log out and log in attempt registers related to its partners, if authorised, who have been appointed as “system administrators” and that as such may operate on personal data under ENEL's control for a period of six months, with the commitment to return them to ENEL upon simple written request and within 3 calendar days in the format specified by the Controller.

#### **Term**

The aforementioned appointment as Sub-Processor shall automatically terminate upon expiry of the contractual relationship or upon termination of the Contract for whatsoever reason.

Please return copy of this document, signed for acceptance, and report by now any particularly relevant fact and issue which should become aware of in the application of the applicable legislation.

With our best regards

The Processor

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For acceptance

The Sub-Processor

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**List of names of Sub-processors**

<b>COMPANY</b>	<b>COUNTRY AND ADDRESS</b>	<b>PRODUCT OR SERVICES</b>	<b>TYPE OR CATEGORY OF DATA PROCESSED</b>	<b>PRIVACY SHIELD OR OTHER RELEVANT CERTIFICATIONS</b>



GDPR attachment 6

REF. CONTRACT NO. \_\_\_\_\_

**Subject: REQUEST AUTHORISATION APPOINTMENT SUB-PROCESSOR PURSUANT TO SECT. 28 OF THE EU REGULATION 2016/679 (HEREINAFTER “GDPR”)**

The Company xxxxxx, in the capacity as Data Processor appointed by [•], Data Controller

**WHEREAS**

- for the performance of specific processing activities connected to the execution of the aforementioned Contract need to rely on subjects external to its organisation;
- for these purposes it was identified the Company xxx
- pursuant to sect. 28 of the GDPR said company shall be appointed data sub-processor

**NOW THEREFORE**

The Company xxx asks to [•], in the capacity as Data Controller, the authorisation to appoint the Company xxx as Data Sub-processor using for these purposes the template prepared by it and attached hereto.

\_\_\_\_\_, XX/XX/XXXX

The Data Processor

\_\_\_\_\_

For acceptance

\_\_\_\_\_



Dear  
Authorised Person NAME AND SURNAME

REF. CONTRACT NO. \_\_\_\_\_

**Subject: APPOINTMENT AUTHORISED PERSON OF PERSONAL DATA PROCESSING (HEREINAFTER "AUTHORISED PERSON") PURSUANT TO SECT. 29 OF THE EU REGULATION 2016/679 (HEREINAFTER "GDPR")**

The Company xxxxxx, in the capacity as Data Sub-Processor, authorised for these purposes by Enel Company [•], Data Controller pursuant to sect. 28 GDPR

**WHEREAS**

- The performance of the activities concerning Your contractual task/qualification entails the personal data processing and requires, not only but also, in relation to the Contract, the access to IT systems of [•], Data Controller;
- To this end, Your access authorisation to the aforementioned systems is necessary.

The aforementioned processing and access authorisation imply Your appointment as "**Authorised Person**" of personal data processing under the direct authority of the Data Controller pursuant to sect. 29 of the GDPR;

**NOW THEREFORE**

the undersigned Company

**APPOINTS**

Mr. xxxx born in xxxx on xxxx Tax Code xxxxx as "**Authorised Person**" for personal data processing, namely for any operation, including mere consultation, related to personal data entered in digital and/or paper archives held by the undersigned Company and/or by [•], Data Controller, connected to the performance of the functions related to Your task/qualification \_\_\_\_\_, at the office of \_\_\_\_\_.

Minimum information and instructions aimed at the fulfilment of tasks awarded to You in relation to the operations of personal data processing are provided here below.

In particular, it is hereby specified that:

- The personal data processing shall be carried out in a licit and correct way;
- Personal data shall be collected and registered only for the purposes related to the activity performed, exclusively in the working hours and anyway not beyond the necessary time;
- Notwithstanding the foregoing, in the exceptional hypothesis of personal data processing performed out of the working hours, the Authorised Person shall make sure to have closed the working session ("log-off") in order that the access credentials are requested at the following use;
- The constant verification and update of data is necessary;
- The constant verification of completeness and relevance of data processed is necessary;
- The possible phase of collection of consent shall be preceded by appropriate privacy policy and the issue of consent of data subject, which shall be free, specific and in writing or anyway properly documented.
- In case of interruption, including temporary, of the work it is necessary to make sure that unauthorised third parties can access the data processed, by logging off;
- The authentication credentials shall be confidential and as such used only by the Authorised Person;
- In every processing operation, the utmost confidentiality shall be ensured.

In particular, You in the capacity as Authorised Person, shall:

- a) have access only to personal data whose knowledge is absolutely necessary to fulfil the tasks awarded and not beyond the necessary time;

- b) not leave unattended or exposed to the view of individuals anyway uninvolved in the processing of corporate documents, with particular reference to those containing sensitive and legal data, care the necessary confidentiality of data in question, implementing – even on the basis of the provisions imposed by the Company – the appropriate cautions to avoid that other unauthorised people can access said data;
- c) not disseminate, communicate data that came into Your possession, except for cases allowed by the law or provided for by the contractual rules and keep confidential any information known during the assignment even when the assignment has ceased;
- d) not download massively personal data unless prior communication and authorisation of the Data Controller or Processor;
- e) anyhow, keep with care and diligence appropriate paper documentation awarded during the performance of the working activity, containing sensitive data and those related to registrations in the criminal record, in racks or drawers with lock and comply with the procedure provided for (indication in the appropriate register of Your name, access time and date, withdrawal/return of the document) accessing the archives where the aforementioned data are stored;
- f) adopt and scrupulously abide by the provisions imposed by the Data Controller or the Person responsible for appropriate technical and organisational measures to ensure a risk-adjusted security level (pursuant to sect. 32 of the GDPR);
- g) in particular, for the data processing to be carried out with electronic or automated means, abide by possible specific access authorisations and methods and means of storage provided by the Data Controller or Processor;
- h) inform the Data Processor in case of accidents involving the personal data covered by the processing, in particular if sensitive or legal data.

Anyhow, You shall scrupulously abide by the provisions imposed on appropriate security measures of section 32 of the GDPR, indicated hereunder and forming integral part of this letter, that You declare to know, as well as other provisions possibly imposed by the undersigned Company and/or the Controller Company, and You will be informed about any possible update in this regard.

Finally, it shall be noted that:

- this letter of appointment shall cease to produce effects from the date of termination of the labour relationship or of the assignment with the Undersigned company; therefore, after said date, any personal data processing, including access to IT systems of the Undersigned Company and/or of the Data Controller, is forbidden and sanctioned according to the legal provisions (see just by way of an example sect. 615-ter, criminal code on “*Abusive access to an IT or online system*”);
- copy of this letter shall be returned by the Authorised Person to the Undersigned Company, signed for knowledge and acceptance, shall be stored by the Company and by the latter made available for the Data Controller upon its express request, no later than two days from the request;
- to avoid unauthorised data processing the Undersigned Company shall inform the Controller Company about the interruption of the labour relation or assignment in place no later than five days from the occurrence, in order to allow the Controller Company to immediately remove the access authorisation granted by it.

\_\_\_\_\_, XX/XX/XXXX

The Data Sub-Processor

For knowledge and acceptance

the Authorised Person

#### **INSTRUCTIONS FOR “AUTHORISED PERSONS” OF PERSONAL DATA PROCESSING**

The EU Regulation 2016/679 on personal data protection, (hereinafter “GDPR”) requires to everyone processing personal data that said operations occur in respect and protection of natural persons whom data refer to, either they are employees, suppliers of goods and services or customers, consultants, etc.

GDPR provides purposely for the need to properly train anyone that, in the performance of their activity, process personal data namely use or come into possession of personal data as defined in sect. 4 no. 1 of the GDPR (see definitions hereunder).

In compliance with the provisions of the GDPR, in the capacity as “Authorised Person”, You should carry out any personal data processing abiding scrupulously by the following instructions and any further indication that You could receive from the Data Processor or rather the Data Controller or its Representative.

You shall remember that personal data shall be processed:

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- in compliance with the confidentiality criteria;
- in a licit way and according to fairness;
- for a period of time no longer than that necessary for the purposes for which they have been collected or later processed;
- in full compliance with the appropriate security measures, keeping and controlling the data subject to the processing in order to avoid risks, including accidental, of destruction or loss, of unauthorised access or processing that is not compliant with the purposes of the collection.

In particular, as concerns:

- **Personal data access**, corporate databases and applications: corporate data, databases and applications You can access are those strictly essential to provide Your service, in line with Your tasks and, as regards IT applications, according to the user profile assigned to You.
- **Creation of new procedures/applications**: without prior authorisation, You cannot activate on Your own new IT procedures for data management or processing, digital or paper archives or personal data files. If this was necessary, You shall prior inform Your direct manager and proceed only after receiving an authorisation.
- **Communication and disclosure**: the data You can access during the working activity shall be processed by You in person, or by Your co-workers, while cannot be disclosed and/or sent to external third parties.
- **Security measures**: You are responsible to comply with all the security and protection measures intended to avoid risk of destruction, loss, unauthorised access or processing; in particular, Your password shall not be communicated to anyone, Your PC shall not be connected to corporate archives and accessible in Your absence; paper data shall be stored in locked cabinets at the end of the day and, anyway, after being used; anyhow You shall ensure paper data confidentiality whenever You move away from your workstation. Any event that You deem relevant on data security shall be immediately reported to the Data Processor. Particular attention shall be paid in the management of documents containing legal and/or sensitive data.
- **Request of access/exercise of rights**: if You should receive a request of access pursuant to Chapter III "Rights of the data subject" of the GDPR by a data subject to his/her data (both he/she is an employee of the company, a supplier, a customer, a consultant, etc.), You shall take a note, writing date and name of the data subject, than immediately inform the Data Processor or rather the competent organisational function to provide a response, which shall be supplied within the timeframes set out.

## 1. PROCESSING WITHOUT THE USE OF ELECTRONIC DEVICES

Personal data stored on magnetic and/or optical devices shall be protected with the same security measures provided for hard copies.

The security measures applied to copies or reproductions of documents containing personal data shall be the same applied to their originals.

### 1.5 Storage

The documents containing personal data, shall be stored in order to not be accessible to persons unauthorised to data processing (e.g. cabinets or drawers that should be possibly locked).

The documents containing personal data that are withdrawn from archives for the daily activity shall be restored there at the end of the day.

The documents containing personal data shall not remain unattended on work desks or tables; likewise, attention shall be paid while withdrawing the documents received via fax; in principle avoid to print documents, unless indispensable, and anyway withdraw them immediately avoiding to leave them unattended at the printer.

### 1.6 Communication

The use of personal data shall occur on the basis of the need to know principle and namely they shall not be shared, disclosed or sent to people that do not need them to perform their working activity (even if these persons are authorised to data processing). Data shall not be disclosed out of the Company and anyway to third parties unless prior authorisation of the Data Controller or rather the Data Processor.

### 1.7 Distribution

If documents containing personal data need to be destroyed, they shall be destroyed by using specific paper-shredder machines or, in their absence, they shall be broken into small pieces in order that they cannot be put back together anymore.

Magnetic and/or optical devices containing personal data shall be cancelled before being reused. If this is not possible, they shall be destroyed.

### 1.8 Further instructions in case of processing of sensitive and legal data

The documents containing sensitive and/or legal data shall be controlled and stored by Authorised Persons in order that unauthorised persons cannot have access to them. For example, the consultation of documents/certificates for inclusion in IT procedures of personnel management/administration, of data concerning trade union permits, absences for diseases, etc., shall occur for the time strictly necessary to the typing and, immediately later, the documents shall be stored on the basis of these instructions. The storage of paper documents containing sensitive and/or legal data shall be separate from that concerning common data (the same cabinet or drawer – possibly locked – can be used but separate containers).

In order to access archives containing sensitive and legal data out of the working hours, You need to be identified and registered in the specific registers.

## 2. PROCESSING WITH THE USE OF ELECTRONIC DEVICES

## 2.1 Management of authentication credentials

The law provides for that access to IT procedures processing personal data is permitted to Authorised Persons having "authentication credentials" allowing to pass a process of identification. The authentication credentials consist of a code for identification of the Authorised Person of data processing (user-id) associated to a confidential password, or consist of an authentication device (e.g. smart card, token, one-time pw) or of a biometric characteristic. The Authorised Persons shall use and manage their authentication credentials abiding by the following instructions.

Individual user-id to access applications shall be never shared between various users (even if authorised to data processing). In case other users need to access data, it is necessary to request the authorisation to the Data Processor.

Authentication credentials (e.g. passwords, or strong authentication devices such as tokens, smart cards, etc.) allowing to access applications shall be kept confidential. They shall be never shared with other users (even if authorised to data processing).

The passwords shall be replaced, by each Authorised Person, at the first use and then in compliance with specific corporate procedures at least every three months in case of processing of sensitive and legal data or at least every 6 months for personal/common data.

The passwords shall be of at least eight characters in length or, in case the electronic device does not allow it, of at least a number of characters equal to the maximum length allowed. The passwords shall not contain references that can be easily attributed to the Authorised Person (e.g. names of relatives) and shall be chosen in compliance with the corporate regulations on creation and use of passwords (see also point 3 below) unless there are more restrictive provisions provided for by the corporate systems.

## 2.2 PCs and data protection

Every PC shall be equipped with passwords compliant with the instructions referred to in point 3 below. The passwords shall be stored and managed with diligence and in accordance with the indications provided by the Data Controller, or on his/her behalf, by the Data Processor.

In order to avoid illicit accesses, the screensaver shall be always be activated with password, where this setting was not automatically available.

All the software updates necessary to prevent vulnerabilities and correct defects shall be immediately installed on PCs, as soon as made available (and anyway at least once a year). In case this does not occur automatically, the Authorised Person shall inform the Data Processor.

A back-up shall be carried out at least weekly in the event that possible third parties' personal data are present only in the PC of the Authorised Person (namely not stored on corporate IT systems). The storage devices used for back-up shall be processed according to the rules defined in point "Processing without the use of electronic devices".

## 2.3 Cancellation of personal data

In case of disposal of working tools, You shall proceed with the removal of personal data therein contained.

## 2.4 Further instructions in case of processing of sensitive and legal data

The access passwords for IT procedures processing sensitive and legal data shall be replaced by the Authorised Person if an automated system is not available, at least every three months, except for more restrictive methods and period from time to time communicated by the Data Processor or envisaged by procedures.

The installation of necessary software updates to prevent vulnerabilities and correct defects of computer programs shall be carried out at least twice a year, if an automated system is not available.

## 3. GENERAL INSTRUCTIONS

### How to choose and use a password

- Use at least 8 characters
- Use letters, numbers and at least a character between . ; \$ ! @ - > <
- Do not use your or your relatives' dates of birth, names or surnames
- Do not choose a password equal to your ID or user-id
- Keep it always in a safe place not accessible to third parties
- Do not disclose it third parties
- Do not share it with other users

### How to behave in the presence of guests or service personnel

- Make guests wait in places where there are no confidential Information or personal data.
- If necessary, move away from your desk in the presence of guests, store the documents and activate the screensaver of the PC by pressing "ctrl-alt-del" in the keyboard and selecting the button "Lock Computer".
- Do not disclose to or make type your passwords by technical support personnel.
- Do not disclose passwords on the phone – nobody is authorised to ask for them.

### How to manage e-mails

- Do not open messages with attachments whose origin is unknown, they may contain a virus able to cancel data on PC or rather steal them.
- Avoid to open clips, presentations, images and files in any format coming from unknown sources that could be dangerous for data contained in your PC and, more in general, for the security of the corporate technological infrastructure.



- Avoid the automatic forwarding of your corporate e-mail box to external personal e-mail boxes and vice versa.

#### How to correctly use Internet

- Avoid to download software from Internet (utility, office automation software, multimedia files, etc.) Because this can be dangerous for both data and corporate network, unless said software is functional to the realization of your activities and their use is anyway known by the competent organisational functions of the company.

#### **4. PENALTIES FOR FAILURE TO COMPLY WITH THE RULES**

We remind You that the use for personal purposes or anyway for unlawful purposes of data that you can or could access even in case it does not produce a damage and/or a responsibility for [\*] pursuant to the Italian law, could anyway entail the application of disciplinary penalties, because they can be qualified as infringement of the employee's duties, as provided for by the Italian civil code or the applicable Collective or Individual Agreement, and possibly even criminal penalties.

We ask You to promptly report possible risk situations for data security that you have discovered (e.g. breach of password, attempt of unauthorised access to the systems) or rather concerning external subjects authorised to the access (obvious breach of the Corporate procedure). Your cooperation is important for the purpose to fill possible gaps in security systems and in procedures concerning the protection of processed personal data.

These instructions represent the guidelines to be followed for Your activity: therefore, in case of doubt, please contact the Data Processor.

#### **5. DEFINITIONS**

**Processing:** means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**Personal data:** means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**Special category data:** means personal data revealing race and ethnic origin, political opinions, religious or philosophical beliefs, trade union memberships, as well as genetic data, biometric data used to identify an individual, health data or data related to sexual preferences, sex life, and/or sexual orientation (ed.: disability, medical certificate, indication of diseases/injuries, disabled person, etc.).

**Legal data:** personal data revealing measures referred to in section 3, paragraph 1, letters from a) to o) and from r) to u) of the Presidential decree no. 313 of 14th November 2002, on criminal record, index of administrative sanctions inflicted for criminal offences or relevant pending proceedings, or the status of accused or inspected pursuant to sections 60 and 61 of the code of criminal procedure (ed.: DETENTION of house arrests, legal interdiction, measures related to amnesty and pardon, etc.).

**Data Controller:** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

**Data Processor:** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller;

**Authorised Person of data processing:** Person Authorised to process personal data under the direct authority of the Data Controller or Processor.

**Data subject:** means the natural person whose personal data are collected (e.g. employees, customers, suppliers, visitors etc.).

**Security measures:** means the set of appropriate technical and organisational measures to ensure a level of security appropriate to the risk (ed. pseudonymization, encryption, user id, use of containers with safety locks, etc.).





GDPR attachment 8

**APPOINTMENT AUTHORISED PERSON OF PERSONAL DATA PROCESSING PURSUANT TO SECT. 29 OF THE EU REGULATION 2016/679 (GDPR) BY THE SUB-PROCESSOR**

**SELF-CERTIFICATION**

**Facsimile AFFIDAVIT**

**(Presidential Decree No. 445 of December 28<sup>th</sup> 2000)**

Dear  
[•]

The undersigned.....  
(surname) (name).....  
born in .....(.....) on.....  
(place).....(prov.).....  
resident in ..... (.....) street ..... no. ....  
(place)..... (prov.)..... (address).....  
domiciled in .....(.....) street ..... no. ....  
(place)..... (prov.)..... (address).....  
In the capacity as legal representative of the Enterprise/Company.....  
with registered office in .....(.....) street ..... no. ....  
Tax Code.....VAT No.....

with regard to the Contract no. ....

in the capacity as Data Sub-Processor, aware of the criminal penalties referred to in sect. 76 of the Presidential Decree no. 445 of 28.12.2000, in case of false statements and creation or use of false records, on his/her own responsibility

**DECLARES**

- to have appointed the employees/partners employed for the activities referred to in the aforementioned contract as “**Authorised Persons**” of personal data processing” sect. 29 GDPR, by using the letter of appointment template prepared by You including the relevant Instructions
- that copy of the appointments is available at his/her premises and available for [•]

**ATTACHES**

- hereunder the list of names of subjects appointed for this purpose

**UNDERTAKES**

- to provide this company with copy of the appointments within the date that will be subject to specific communication by this Company;
- to update the documentation sent, before the commencement of the activities in case of new employees/partners, within five working days from the date of termination in case of past employees/partners.

Date .....

Signature .....

**Privacy policy pursuant to sect. 13 of the GDPR**

We inform that personal data are acquired with this Attachment and are processed for purposes strictly connected to handling and execution of the Contract, or rather to fulfil the obligations provided for by the law. Furthermore, personal data are collected in electronic and paper form and shall be stored throughout the term of the Agreement and after its termination, for a period not exceeding the time limits provided for by the applicable law provisions.

To this purpose, please note that:

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- The Data Controller in question is the Company [•] in the person of its pro tempore legal representative (hereinafter referred to as ENEL);
- The data subject is the natural person whose personal data are processed for the conclusion, handling and execution of the Contract (hereinafter data subject);
- Personal data processed may be transmitted to third parties, or both to the companies under the management and coordination of ENEL S.p.A. or to the affiliate companies of ENEL S.p.A., and to other entities. The aforementioned third-party recipients may be appointed as Data Processors;
- The Data Subject may exercise the rights set out in sections 15-21 of the GDPR (right to access to personal data, to require data rectification, portability or erasure, to require the limitation of the processing of his/her personal data or to object to their processing), if applicable, contacting the Data Controller;
- The Data Subject is entitled to lodge a complaint with the Italian Data Protection Authority (Garante per la Protezione dei Dati Personali), with registered office in Rome, via di Monte Citorio, 121; Tel. (+39) 06.696771, email: garante@gpdp.it;
- The Data Controller has appointed the Data Protection Officer (DPO) pursuant to sect. 37 of the GDPR, DPO's contact details are available on the Data Controller's website.

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

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