



**General Contract Conditions for Consulting Services and Professional Services on
Tax Matters, International/Regulatory Affairs, Business Development**

ROMANIA

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1 SCOPE.

1.1 These General Contract Conditions shall apply to contracts for Professional services on Tax matters, Institutional/Regulatory Affairs, Business Development and Consulting services (hereinafter "General Conditions") regulated by the Romanian Law and concluded between a company of Enel Group (hereafter also referred to as "Enel") and a Provider (hereinafter jointly referred to as "the Parties".)

1.2 ENEL pursues a sustainable business model and places environmental, social and economic sustainability, together with innovation, at the center of its corporate culture, by implementing a development system based on the creation of value that is shared with all its internal and external stakeholders. ENEL pursues the achievement of the UN Sustainable Development Goals (SDGs), it has been a "Participant" member of the UN Global Compact since 2004 and, in 2020, it was confirmed as one of its LEAD companies, thanks to its adherence to the 10 founding principles on human rights, labor standards, environmental protection, and the fight against corruption.

ENEL is committed to boost social, economic and environmental sustainability, also through the contractual relationships with its suppliers.

The Provider declares to know ENEL's principles on sustainable development, available at the following link <https://www.enel.com/company/our-commitment/sdg-onu>, and to share the same purposes.

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

1.4 The Contract (as defined below) shall make reference to the webpage on which these General Conditions may be consulted. Exceptionally, only in case the Provider cannot have access to the mentioned webpage and, upon its express request, ENEL may send a copy in an electronic/hard format.

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

2 DEFINITIONS.

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

- **Affiliate:** in relation to any person, any other person, who: (a) directly or indirectly controls, or is controlled by, or is under common control with, such person; or (b) directly or indirectly beneficially owns or holds fifty percent (50%) or more of any class of voting stock or other equity interests of such person; or (c) has fifty percent (50%) or more of any class of voting stock or other equity interests that is directly or indirectly beneficially owned or held by such person, or (d) either holds a general partnership interest in such person or such person holds a general partnership interest in the other person. For purposes of this definition, the word "controls" means possession, directly or indirectly of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities or otherwise.
- **Consulting Services:** services of an intellectual nature providing advice, opinions, market data and studies to support the definition of guidelines, strategies, action plans and management decisions.
- **Agreement/Contract:** any written arrangement entered into by and between the Parties for the performance of Consulting Services, containing the name and other identifying data of the Parties, the scope, the duration, the price and the other terms and conditions of the Contract, as well as a list of and references to all contractual documents forming the Contract.
The Agreement/Contract may consist of the following documents:
 - **Framework Agreement (FA):** written agreement concluded between ENEL and one or several Providers, aimed to establish the essential elements/ conditions that shall regulate the procurement agreements to be awarded in a given period, in particular regarding the price and, where appropriate, the quantities taken into account;
 - **Subsequent contract / Framework Agreement Activation:** the contract concluded based on a FA, between "ENEL" as the "Beneficiary/Purchaser", and business operator(s) as "Provider". ;
 - **Closed contract** – contract which defines the commitment of the parties in terms of unit prices, quantity, total awarded amount and schedule of execution / delivery.

The Agreement/Contract is supplemented by a set of contractual documents as specified below, being an integral part of it:

1. **Particular Conditions:** document that provides the specific terms applicable to a given Contract concluded between the Parties and that supplements the General Conditions;

2. **Technical-Economic documents:**

- **Technical Specifications:** the document that contains the technical requirements related to the Contract;
- **Consideration or Price List or Financial Proposal:** the document that provides the economic consideration to be paid for the specific products supplied and/or works performed and/or services provided by the Provider, which may be grouped per category;
- **Any additional documents:** other documents or formats related to a specific Contract (e.g. description of the works and interventions; graphic and descriptive design print-outs; time schedule, etc.).



3. General Conditions.

- **Contract Manager:** Person in charge of Contract management activities such as assessment of proper Contract execution, economical and operational control acting as Enel Group internal focal point for any aspects related to the Contract in scope.
- **ENEL Group:** Enel S.p.A. and its Affiliates.
Provider: Natural or legal person, single or associated, with whom Enel signs Agreements/Contracts for the provision of Consulting Services.
- **Electronic signature:** An accreditation system which, where applicable and in accordance with the applicable Law, allows to verify the identity of parties with the same value as a handwritten signature, and which authenticates communications generated by the signatory, as well as verifying the origin and integrity of an electronic document or a set of electronic documents.
- **Governmental Authority:** any and all supranational, foreign, national, federal, state, county, city, municipal, local or regional authorities, departments, bodies, commissions, corporations, branches, directorates, agencies, ministries, courts, tribunals, judicial authorities, legislative bodies, administrative bodies, regulatory bodies, autonomous or quasi-autonomous entities or taxing authorities or any department, municipality or other political subdivision thereof.
- **Law:** all legislation, statutes, ordinances, codes, rules, orders, decrees, regulations, judgements, injunctions, permits, licences, authorizations of any legally constituted Governmental Authority, as the same may be amended, modified or repealed, applicable to the Contract and in force in Romania.
- **Taxes:** any taxes, duties, levies, contributions or any other charges in general, as determined in accordance with the Law and levied by the relevant Governmental Authority, applicable to the Contract at any time during its performance..

3 LANGUAGE AND FORMALIZATION.

3.1 The original version of these General Conditions is in Romanian language. In the event of discrepancies between the original version in Romanian language and translations into other languages, the original version in Romanian language shall prevail. The original version of the other contractual documents shall be the one indicated in the Contract or in each respective document. Generally, the Contract and any other document related to the Contract are concluded in Romanian language.

3.2 The Contract is executed through each Parties' signing, also via Electronic signature to the extent allowed by the Law. By signing the Contract the Provider declares its full and unconditional acceptance of its terms and conditions.

3.3 In case of agreements executed by ENEL with the Provider for the benefit of two or more companies belonging to the ENEL Group, a separate Contract shall be considered and executed by and between the given companies of the ENEL Group that will actually receive the services and the Provider or its Affiliates or associated companies or permanent organisations located in the same Country as the ENEL Group company.

3.4 The Contract shall enter into force on the date of its signing by both Parties, unless otherwise is defined in the Agreement.

4 INTERPRETATION AND HIERARCHY.

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

1. Agreement;
2. Technical-Economic documents (Technical Specifications, Remuneration List or Price List, Any additional documents);
3. General Conditions.

4.2 In any case, should a conflict between the contractual documents and the mandatory provision of the Law, the mandatory provisions of the Law shall prevail.

4.3 Without prejudice to article 19 "Applicable law and Jurisdiction", should any doubts and/or conflicts arises on the Interpretation of the Contract, it shall be amicably resolved by the Parties, in accordance with the scope and purpose of the Contract and in compliance with the Law.

4.4 In the event of any provision of the Contract being held invalid or unenforceable by a Governmental Authority, such invalidity or unenforceability shall not affect the remaining provisions of the Contract, which may be applied without the invalid or unenforceable provision and which shall remain in full force and effect. The Parties, taking into account the scope of the Contract and by a mutual agreement, shall seek to amend the invalid or unenforceable provision in such a way that it complies with its original purpose as much as possible.

5 THE PROVIDER'S OBLIGATIONS.

5.1 Introduction.

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

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

5.1.3 The Provider is fully responsible for everything that is necessary to perform the Consulting Services.



5.1.4 The Provider undertakes to immediately inform ENEL of any change in the information provided to Enel in the declarations given for the purpose of the Contract awarding. In addition, the Provider declares to be aware that ENEL can verify at any time the accuracy and timeliness of the declarations and undertakes to provide promptly, upon Enel's request, any appropriate additional documentation. In case of failure to update information and / or to provide the required documents, Enel may, at its sole discretion, deny/ suspend/ exclude the Provider from Enel's Qualification System and/or immediately terminate the Contract/Contracts awarded on the basis of unfaithful declaration, without prejudice to Enel's right to compensation for damages.

5.1.5 The Provider shall elaborate, collect and file the proper and complete "deliverables" in relation to all the services provided under this Agreement; the "deliverables" shall allow Enel to have proof of the effectiveness of the service provided and the direct utility and benefit for Enel. The Provider can rely on the input from Enel in the preparation of this documentation. That documentation must be specified and detailed per each activity and attached to the invoice for each finalized service (or finalized step).

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

5.2.1 The Provider must comply with all applicable provisions of regulatory, legislative and contractual nature on the protection of workers' health and safety.

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

5.2.3 The Provider, for the entire duration of the Contract and for all its personnel involved in any capacity in the performance of the Contract, shall:

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

5.2.4 Enel may carry out inspections, at any time, in order to ensure the fulfilment of the above obligations.

6 PERSONNEL IN CHARGE OF ACTIVITY PERFORMANCE - WORKING GROUP.

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

6.2 The above mentioned work team shall ensure that the Consulting Services are performed in accordance with the provisions of the Contract and shall observe the indications given by Enel in this regard.

7 DURATION- DEADLINES REGARDING PERFORMANCE OF CONTRACTUAL ACTIVITIES.

7.1 The duration of the Contract, as well as deadlines for the performance of specific contractual activities, are set forth in the Agreement.

7.2 The Contract shall not be automatically renewed neither tacitly extended.

8 ECONOMIC CONDITIONS.

8.1 Price.

8.1.1 The price of the Contract is the consideration agreed for the performance of the Consulting Services, and it takes into account the total value of the Provider. It comprises everything necessary for the full performance of the contractual activities by the Provider, including all costs or charges incurred by the latter, except for those related to services and items expressly excluded and for the taxes (VAT) imposed by the Law.

8.1.2 All prices shall be listed in the Contract in the manner established therein.

8.2 Modification of Prices.

8.2.1 The prices are fixed and invariable. A price change may occur if provided in the Contract and/or required by the Law.

8.2.2 The adjusted prices are applicable exclusively to the activities ordered by ENEL following the date of revision. The price adjustment is requested by the interested Party and calculated in line with the modalities indicated in the Contract; if it is calculated by the Provider, ENEL reserves the right to perform a verification and to accept or reject it based on justified reasons.

8.2.3 Remuneration of price adjustment. The application of the price adjustment referred to in this section represents for both the Parties the full recognition of all the related rights resulting from the changes of costs, which can consist in their increasing or decreasing.

8.2.4 The value of price adjustment does not contribute to the establishment or achievement of the total Contract value.

8.3 Invoicing.

8.3.1 Before issuing an invoice, the Provider shall require explicit ENEL's authorization which shall not be unreasonably denied or delayed.

8.3.2 In addition, the amount of each invoice shall reflect the quantities of the parts of the of the services performed at the date of issuance of the related invoice, unless otherwise agreed by the Parties.



8.3.3 With reference to clause 3.3, in case the scope of Contract is performed by an Affiliate or an associated company or a permanent establishment of the Provider in the Country where ENEL Group companies are established, invoices shall be issued by such Affiliate, associated company or permanent establishment, in accordance with the Law and the local Contract concluded.

8.3.4 Unless otherwise provided for in the Contract, invoices shall be issued in the same Contract currency. In case the Contract allows for invoices in multiple currencies, each invoice shall be issued in just one currency.

8.3.5 In case the Parties agree upon currency different from the Contract currency, the exchange rate shall be the one as mentioned within the Contract.

8.3.6 Invoices shall be delivered to ENEL in electronic format through ENEL systems, which ensure integrity of data and univocal attribution of the document to the issuer.

8.3.7 In case the Provider is not able to issue electronic invoices or the Law does not allow electronic invoicing, invoices shall be delivered to ENEL in hard copy (original) at the address set forth in the Contract.

8.4 Payment Conditions.

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

8.4.2 To this end, the Provider undertakes to communicate to ENEL all necessary bank data. The Provider has the obligation to promptly report to ENEL any changes to its fiscal and general data (such as: VAT number, address, company name, bank account etc.) and any change to its ownership/corporate structure. Failure to communicate the above information may result in the suspension of payments of invoices that contain non-updated data and no liability for ENEL in case payment is performed using a non updated bank details.

8.4.3 Exceptionally, ENEL may accept other legitimate and valid means of payment, in accordance with the Law.

8.4.4 The payment of the invoiced amount(s) shall not imply that ENEL has acknowledged that the Contract has been properly performed by the Provider or that ENEL has waived its rights and claims against the Provider, as any payment is made without prejudice to any future right or claim.

8.4.5 ENEL may, if allowed by the Law and if provided in the Contract, withhold or suspend payments due to the Provider, even if they are due and payable.

8.4.6 In case of a delayed payment by ENEL default interests may be paid to the Provider in accordance with the provisions of the Contract and with the Law, provided that such a delay is only attributable to ENEL.

9 TAXES.

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

9.2 The Parties mutually agree to fulfil all the requirements and procedures and to provide all the documentation needed to proceed with the payment of taxes and with the payment of the invoices, including the application of the withholdings and similar obligations that are necessary, following in every moment the standards stated by the current applicable regulations. In the same way, the Parties oblige themselves to cooperate to obtain exemptions and other tax benefits that may be applicable to the transaction executed.

9.3 Similarly, the Parties undertake to cooperate in obtaining exemptions or other tax benefits applicable to the Contract. If, due to a lack of diligence or any other cause attributable to the Provider, Enel loses an entitlement to a tax benefit, it may discount the amount of the tax benefit it has not been able to take advantage of from the amount due to the Provider. In the case that a Convention for the Avoidance of Double Taxation signed by the country of residence of the Provider and of the Enel exists, the Provider shall send a tax residency certificate attesting its tax residency for the purposes of the relevant Tax Treaty as well and any other documentation that may be required for these purposes.

9.4 Such tax residency certificate (as well as any other documentation that may be needed) shall be delivered along with the first invoice issued and/or as soon as Enel requires it.

9.5 All the taxes, duties and fiscal obligations relating to the subject matter of the contract shall be paid by the Provider.

10 ASSIGNMENT OF THE CONTRACT AND ASSIGNMENT OF RIGHTS AND RECEIVABLES.

10.1 The Contract and the performance of the scope of Contract are personal to the Provider, and therefore the Provider may not assign its rights and obligations under the Contract, in whole or in part, without ENEL's prior written consent and in accordance with the provisions of the Law.

10.2 The Provider undertakes to promptly notify ENEL of the initiation of procedures for its dissolution, transformation, merger, demerger, increase or reduction of capital or, in any case, of other extraordinary transactions, including the sale and/or purchasing of majority shareholdings and/or of company branches, as well as significant changes in its governing bodies. Without prejudice to compliance with confidentiality obligations of the Contractor, the above-mentioned notification shall be made with a reasonable advance notice or, in any case, not later than five (5) business days from the events mentioned above.

10.3 During the execution of the Agreement, only the assignment of receivables arising from the Agreement is permitted, the obligations undertaken still remaining the liability of the Parties, as they have been initially provided and assumed.

The assignment of receivables shall not relieve the Provider of any responsibility regarding the guarantee or any other obligation taken by the Agreement.

11 INTELLECTUAL PROPERTY.



11.1 The Provider represents and warrants that, in carrying out its activities in order to perform the Contract, the same Provider has not infringed, is not infringing and will not infringe any third parties intellectual property rights, such as rights regarding trademarks, patentable inventions, copyrightable works, utility models, industrial designs and trade secrets.

11.2 In case for performing the obligation arising from the Contract the Provider needs to use some object of intellectual property rights covered by third party's licenses, ENEL reserves the right to ask the Provider to provide and/or disclose the relevant documentation. Upon ENEL's request, the Provider shall provide any additional information, clarification, explanation, confirmation, correspondence, manual, and other document or data with respect to any resources protected by intellectual property rights used for performing the Contract .

11.3 The Parties agree that, as for any ENEL's products, samples, documents, materials, projects and/or technical specifications as well as intellectual property information that are delivered by ENEL to the Provider in order to perform the Contract, the Provider: (i) acknowledges and accepts that they are and shall remain property of Enel; (ii) may not in any way copy, publish, distribute, reproduce, process, translate, modify, adapt, develop, decompile, dismantle, subject to reverse engineering operations (or, in any case, subject to operations intended to extract the source codes) – in full or in part - any such ENEL's products, samples, documents, materials, projects and/or technical specifications, information; (iii) may not make any derivative works, objects, items, documents, materials, projects and/or technical specifications; (iv) shall not use such ENEL's products, samples, documents, materials, projects, technical specifications and/or intellectual property information for any purpose other than due Provider's performance under the Contract, (v) shall ensure that the aforementioned prohibitions are complied with also by the other persons involved and possibly to be involved in the performance of the Contract by the Provider, (vi) shall not disclose, and shall cause its employees and collaborators not disclose it to any third party without ENEL's prior written consent and shall keep it confidential pursuant to clause 12 (CONFIDENTIALITY) below.

11.4 The Provider is responsible for arranging, procuring, getting, obtaining in sufficient time in advance concessions, permits and authorizations by the holders of patents, models and related trademarks rights, as well as other intellectual property rights, required for the performance of the Contract. The Provider shall be responsible for payment of any royalties, compensations, remunerations, charges and/or fees due to the holders on this basis.

11.5 The Provider represents and warrants that there are no contracts, agreements, licenses, permits, restrictions, requirements, patents, certificates, Provider's obligations or other circumstances that prevent or may prevent ENEL from using, utilizing or in any other way enjoying the intellectual property involved by the performance of this Contract.

11.6 If, as a result of a dispute or of any claim by the owners, rightholders, authors, concessionaires of the rights referred to in this clause and/or any other provisions of the Contract, Enel is obliged to totally or partially modify the Consulting Services under the scope of Contract, they must be modified as soon as possible at the Provider's expense, without this resulting in a deterioration of the quality, operating characteristics or warranties related to the Consulting Services under the scope of Contract. The Provider shall indemnify ENEL for any other associated costs.

11.7 All amounts shall be paid to ENEL within 30 calendar days from receipt of the respective demand from ENEL.

11.8 If legal action is taken against ENEL by a third party for the infringement of any intellectual property rights provided by the Provider or anyhow related to this Contract the Provider shall, at ENEL's request, be required to provide coverage in regard to the value of the claims, within ten (10) calendar days. The Provider shall release ENEL from any liability for infringements of intellectual property rights that may occur and undertakes to do everything necessary to hold ENEL harmless with regard to any claims or lawsuits against it, and also undertakes to compensate ENEL for all losses or damages, whether direct or indirect, arising from claims or by subpoena.

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

11.10 ENEL shall own all of the documents, drawings, plans, computer programs, data, information, as well as copies, translation, derivative works thereof and the related intellectual property, it provides to the Provider for the performance of the contractual obligations. The Provider shall use them solely for the purposes of executing the Contract and must return them to ENEL, at all times taking appropriate precautions in relation to the processing, use and transfer of data to ensure security and non-disclosure, pursuant to clause "CONFIDENTIALITY" below.

11.11 The intellectual property rights and technology, methodology and ownership resulting or deriving from the developments, or works or services, or other activities performed by the Provider in executing the Contract, and the records that are created belong to ENEL, without giving the Provider any right to increase the price specified in the Contract for any contractual items, as well as any right to claim any additional payment or remuneration in this respect.

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



11.13 In case of breach by the Provider of the obligations related to intellectual property referred to in this article, ENEL has the right to terminate the Contract, without prejudice to its right to every action and compensation for any damages it has suffered.

11.14 The use of ENEL's trademarks, logo and/or distinctive signs is strictly forbidden, as well as the commercial exploitation of the fact that is providing services to ENEL, without ENEL's previous and written authorization.

12 CONFIDENTIALITY.

12.1 The term "Confidential Information" refers, but is not limited, to economic and financial documents, data and information that regards business strategies, information about products and/or production processes (design, study and development), means and costs of production, sales information, development strategies and customer management, any kind of data about clients, suppliers and their technical or commercial profile, documentation regarding technical and economic offers in public and private tenders, data about tests and/or the functioning of plants, equipment, machines and products, business analysis, market researches, business and marketing plans other statistical data that are relevant for the business, internal organization procedures, ideas of advertising and new trademarks not yet used in the market, prices, features, concepts, prototypes and layouts of new products or services not yet launched on the market, etc. It also applies to technical documents data and information, referring for instance, but not limited to patentable inventions, patents, patent applications, licenses, source code of any kind of software, its principles and the related algorithms; discoveries, algorithms and formulas; new production processes and methods; new methodologies for testing plants, equipment, machines and products, results of activities of Research and Development (R&D). In addition, it applies to any other information

- (i) expressly qualified as "confidential", "strictly confidential", "secret" (or in any other similar way) by the disclosing Party or
- (ii) which the receiving Party knew or ought to have known to be confidential by way of its nature or treatment performed by the disclosing Party, considering that said information is not publicly known, not easily accessible by third parties and subject to appropriate measures to preserve its non-public nature.

12.2 Confidential Information includes all information relating to a Party, made available to the other Party, before or during the performance of the Contract, either by the administrators, managers or employees of the disclosing Party, or by the collaborators or Affiliates of said Party and its corresponding administrators, managers, employees or collaborators (hereinafter, "Representatives of the disclosing Party"). Confidential Information also includes all information regarding the Representatives of the disclosing Party.

12.3 It will not be considered confidential the information that

- (i) the receiving Party can prove to have legitimately known before the beginning of the performance of the Contract;
- (ii) the receiving Party can prove to have received from third parties not subject to (or not in breach of) any non-disclosure obligation by law or contract;
- (iii) after the communication to the receiving Party, without any responsibility of said Party, became generally known or readily accessible to persons within the circles that normally deal with the kind of information in question.

12.4 All Confidential Information that any of the Parties makes available (verbally, in writing, in electronic format or in any other way) to the other Party for the purposes of, and/or during the performance of the Contract, as well as any other Confidential Information of which any of the Parties may have knowledge as a result of other contracts signed between the Parties, and/or pre-contractual negotiations thereof, as well as all related documents and specific knowledge (regardless of how they have been compiled, obtained or developed) can be used only for the purpose of executing the Contract and they shall be treated as confidential, according to the provisions of this clause.

12.5 In particular, Confidential Information may not be disclosed to third parties without the prior written and express authorization of the disclosing Party. In addition, without prior written and express authorization from the disclosing Party, the other Party may not use, copy, reproduce, translate, modify, adapt, develop, dismantle or separate the Confidential Information provided, perform reverse engineering operations or any operation intended to extract the source codes - wholly or partially - of said Confidential Information.

12.6 Notwithstanding the foregoing, the receiving Party may disclose the Confidential Information to satisfy a legal demand by a competent court of law or governmental body, or competition authority, having jurisdiction over it, provided however that in these circumstances said Party shall notice the other Party (when legally possible) prior to disclose said Confidential Information so that the other Party has the opportunity to defend, limit or protect against such disclosure; and, provided further that (i) it is disclosed only that portion of the Confidential Information which is legally required to be disclosed and (ii) reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed are put in place.

12.7 Each of the Parties:

- (i) must restrict the disclosure of Confidential Information exclusively to the Representatives that effectively need to have it due to their degree of involvement in the performance of the Contract;
- (ii) bind its Representatives in order to ensure that they fully comply with the obligations contained in this clause;
- (iii) will be held responsible for any action or omission of its Representatives that leads to a breach of the obligations to keep the secrecy of the Confidential Information and not to use it for purposes different from executing the Contract.

12.8 The Party receiving the Confidential Information is obliged to manage the related logical and physical data using the best available international techniques and practices, to guarantee the protection of said data from unauthorized access, reproduction, communication or use. Once that the Contract has expired, the Party receiving the Confidential Information shall return all the data, documents and information provided by the other Party or in its possession, for the purpose of carrying out the contractual activities, in addition to destroying all copies and files that it may have, unless it has received written permission to the contrary from the Party that provided the Confidential Information. In this regard, the receiving Party will confirm the destruction of said data to the other Party within a maximum period of fifteen (15) days from the request and shall declare in writing not to be retaining any documents or other objects containing (or related to) Confidential Information.



12.9 Both Parties guarantee that Confidential Information will not be disclosed during the performance of the Contract and for a period of five (5) years after it has expired for any reason whatsoever, except when another term is agreed in the Contract or when it is required by law or by a competent Authority. Notwithstanding the foregoing, in the case of Confidential information qualified as "strictly confidential" or as "trade secrets" by ENEL, the obligations of confidentiality and non-use set forth in this clause shall survive the termination of the Contract for any reason whatsoever unless otherwise provided by the disclosing Party, and shall be valid until the receiving Party is able to demonstrate that said Confidential information has become generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question for any cause different from its disclosure by the receiving Party.

12.10 Both Parties will agree in writing regarding the content, the means of communication, the date of publication of the press articles and the news or communications of any kind in relation to the Contract or any matter or information related thereto.

12.11 Both Parties acknowledge and agree that the restoration of the damages may not represent sufficient compensation for the breach of confidentiality and non-use obligations related to Confidential Information, and that the Party that suffers the infraction shall have the right to seek other repairs or to avoid any possible violation or damage of such violation according to the current legislation. In case of breach of the confidentiality and non-use obligations, any of the Parties may also decide to terminate the Contract.

12.12 At any time, if the disclosing Party so requires and it does not affect the performance of the Contract by the other Party, the other Party shall return or destroy or request that its representatives return or destroy all copies of the Confidential Information in its possession or that of its representatives. In addition, the receiving Party will do everything in its power or will require its representatives to do so, to return or destroy any data stored in electronic format and will confirm the destruction of said data to the disclosing Party within a maximum period of fifteen (15) days from the request and declares in writing not to be retaining any documents or other objects containing (or related to) Confidential Information.

12.13 Each Party acknowledges and agrees that Confidential Information is and remains the exclusive property of the Party that discloses it. Nothing in the Contract shall be understood - unless expressly stated in writing - as granting a license or the like in matters of patents, copyrights, inventions, trade secrets, trademarks, discoveries or improvements made, other resources protected by intellectual property rights conceived or acquired, both before and after the performance of the Contract.

12.14 Any Party represents and warrants to the other Party that in performing the Contract it shall not violate any trade secrets rights of third parties.

12.15 Cyber Security.

12.16 The Provider can access ENEL's IT system only if authorized by ENEL. The Provider is responsible for the activities performed on ENEL systems by using its digital identity, which should be anytime safeguarded. In performing such activities, the Provider shall comply with following rules of conduct:

- a) never reveal nor provide the authentication credentials to anyone;
- b) not insert passwords into e-mail messages or other forms of electronic communication, nor reveal them over the phone to anyone;
- c) never memorize passwords to access ENEL's applications via browser through the "remember password" functionality;
- d) check no one is watching when the Provider types the credentials to access IT devices or systems, in order to prevent theft of the Provider's credentials;
- e) never use the same password for the authentication to different systems;
- f) access to information systems shall be limited to software / tools provided specifically for the performance of the necessary activities; the use of network services or connections for purposes not related to the activities that shall be carried out is prohibited;
- g) any transaction developed through ENEL's IT systems shall not violate the Law;
- h) the workstation used (permanent or temporary) shall not connect to internet services other than those provided or authorized by ENEL and shall have the necessary antivirus installed. All necessary measures shall be taken to prevent the spread of viruses, malicious software or any illicit software that may cause interruptions in the service or loss of data;
- i) all email accounts, file storage or communication platforms (including social networks) shall be explicitly provided or authorized by ENEL;
- j) sensitive data shall be stored, transmitted or canceled by appropriate coding software;
- k) it is forbidden to modify the configuration of the system to avoid security checks;
- l) in order to prevent the disclosure of information to unauthorized persons, attention shall be paid to printed documents, removable hard drives, removable storage and video screens.

12.17 If at any time during the Contract, the performance of the Scope of Contract requires or involves the Provider gaining access to and/or using any application available on Enel's systems and/or Enel's IT infrastructure ("Enel Systems"), this entire section applies to the Provider. Upon the request of Enel, at any time and for any reason, the Provider shall participate in and implement the Enel's dual factor authentication system (the "Multifactor Authentication System"), as a mandatory requirement to access and/or use any Enel Systems. The Provider undertakes that, for the Provider to participate in and implement the Multifactor Authentication System, (i) a smartphone and a working SIM card (also personal or for mixed-use) are required; (ii) each smartphone used for the purposes of the Multifactor Authentication System must be associated exclusively with the personal identity of the specific employee, agent, collaborator, representative or other personnel of the Provider who will access and/or use the Enel Systems on behalf of the Provider; and (iii) the Provider shall satisfy all of the foregoing requirements at its sole risk, cost and expenses. Enel does not bear any charge (financial or other) for the supply of the smartphone and shall not be responsible or liable to the Provider or any third party for any damages, claims or losses, direct or indirect, arising out of or connected with the failure and/or defective functioning or unlawful use of any smartphone



that is used for the Multifactor Authentication System by the Provider's employees, agents, collaborators representatives or other personnel.

12.18 Confidentiality declaration and regulations regarding the use of information systems of ENEL¹.

12.19 The Provider undertakes to comply with the obligations provided in Annex no. 2 of the General Conditions. It also undertakes to provide ENEL with the statements listed in the Annex as attachments, duly signed at the conclusion of the Contract.

13 PROTECTION OF PERSONAL DATA.

13.1 Notice regarding personal data processed by parties for the purposes of this contract

13.1.1 For all definitions concerning personal data, reference is made to terms and definitions made in EU Regulation 2016/679 (hereafter GDPR), as well as to the including Romanian Law no. 190/2018 related to GDPR's implementation and any other current legislation in force.

13.1.2 Parties are informed that personal data acquired during the assignment of the Contract, are processed for the management and execution of the Contract, or to comply with applicable laws. Personal data may be collected and processed using automated means and / or in paper forms and will be stored for the entire duration of the Contract and after its termination for a period not exceeding the terms envisaged by applicable laws.

13.2 With regard to personal data collected by the Data Controller, for the purposes of stipulating, managing and executing the Contract, it is specified that:

- the Data Controller is the Client Company of the ENEL Group² in the person of its legal representative pro tempore (hereinafter "ENEL");
- The data subject/s is/are the natural person/s participating in the awarding procedure, whose personal data are processed for the purposes of entering into, management and execution of the Contract (hereafter the Data Subject);
- Personal data processed may be transferred to third parties, i.e. to companies subject to management and coordination or connected with ENEL S.p.A., or to other third parties. Third parties may be appointed by the Data Controller as Data Processor;
- Data Subjects are entitled to exercise the rights envisaged in Articles 15-21 of the GDPR (right to access data, request their rectification, portability or deletion, request the limitation of processing of data concerning him/her or may oppose processing), where applicable, by contacting the Data Controller;
- Data Subject are entitled to lodge a complaint to the to the National Authority for the Supervision of Personal Data Processing, having its headquarters in Bucharest, 28-30 G-ral. Gheorghe Magheru Blvd., District 1, zip code 010336, Romania, Phone no. (+40) 318059211 or (+40) 318059212, email: anspdpc@dataprotection.ro;
- The Data Controller has appointed the Data Protection Officer (DPO) pursuant to Article 37 of the GDPR, whose contact details can be found on the Data Controller's website, or upon request.

13.3 Appointment of the Supplier as Personal Data Processor

13.4 In cases where the Supplier will be processing personal data on behalf of Enel, with the signing of the Contract and for its entire duration, ENEL, as Data Controller, appoints the Supplier, who accepts, Data Processor for the processing of personal data, pursuant to and for the purposes of Article 28 of the GDPR.

13.5 If the Supplier is a Temporary Consortium of Companies (RTI)/Ordinary Consortium or a Stable Consortium, the companies belonging to the Temporary/Ordinary or Stable Consortium and the executing companies are all appointed as Data Processors. The agent company or the Consortium undertakes to transmit to the principal companies and to the executing companies the letters of appointment to the person in charge of the processing of personal data, which must reach Enel, filled in and signed for acceptance by the principal companies and the executing companies. The agent company or the Consortium undertakes to inform the principal companies and the executing companies of the obligations of this Article.

13.6 The Supplier undertakes to carry out personal data processing operations in compliance with the obligations imposed by the GDPR and the instructions thereafter issued by ENEL, which will monitor thorough compliance with the GDPR obligations and the above-mentioned instructions.

It is agreed that Enel has the unilateral right to terminate the Contract under Article 1276 Romanian Civil Code if the Supplier is in default of the obligations pursuant with this paragraph.

13.6.1 Duties and instructions

¹ This provision applies to Contracts providing access to offices of ENEL and/or access and processing of data and information of ENEL Group, and the use by the Provider, of the information systems of ENEL.

² [4] Company of the ENEL group that establishes the Contract or the company in the name and on behalf of which this is established



13.6.1.1 The Supplier, in relation to its declared experience, capacity and reliability, has provided a suitable guarantee of full compliance with the applicable data processing regulations and the GDPR its duties and responsibilities are defined as follows:

- a) must only process personal data according to ENEL instructions, as documented in Annex 1 GDPR specifying type of data processed and the categories of Data Subjects;
- b) must declare to have appointed the employees or collaborators who have the task of carrying out any operation, even for mere consultation, relating to the processing of personal data of which ENEL is the Data Controller ("Authorized Persons"). And, in this regard, it must ensure that Authorized Persons are subject to confidentiality undertakings or professional or statutory obligations of confidentiality. Furthermore, it must ensure that such authorized persons are adequately trained on the principles relating to the protection of Personal Data;
- c) will send to ENEL the self-declaration of the appointment of the Authorized Persons which process Personal Data (Annex 2 GDPR). In addition, it will provide the list of Authorized Persons who must be approved to operate directly or indirectly on Enel's systems; It will be the Supplier's responsibility to inform the Data Controller of the termination of the employment relationship or of the existing assignment no later than five days from the event, in order to allow the Data Controller to immediately revoke the IT or other authorizations issued by him;
- d) must take all the security measures referred to in art. 32 of the GDPR, as well as any other preventive measure recommended by experience, suitable for avoiding data processing that is not permitted or does not comply with the purposes of the Contract. Moreover, must have to check periodically the suitability of these measures to ensure that they are adequate for the risk associated with the processing of data;
- e) must implement any other security measures that ENEL deems necessary to adopt, to protect the personal data;
- f) may transfer data to a third country or an international organization outside the European Union only in specific cases as provided and regulated by the GDPR, unless required by European Union law or the national law to which the Supplier is subject. In this case, the Supplier undertakes to inform ENEL in advance of this legal obligation, and to allow ENEL to promptly transfer the data within the European Union. In any case, upon express request of ENEL, it must provide the list of countries and data centers in which personal data are processed on behalf of ENEL;
- g) will provide all the information necessary for ENEL to guarantee and answer to data subjects' request of exercising their rights on Personal Data;
- h) must provide the necessary support to ENEL in ensuring compliance with the obligations referred to in articles 32 to 36 of the GDPR, taking into account the nature of the processing and the information available to the Data Processor;
- i) upon termination of the Contract, the Supplier must return and delete, by giving notice, all the personal data he has come into possession due to the execution of the activities entrusted, with the exception of personal data whose retention is necessary, by way of example, for purposes related to: (i) legal obligations; (ii) exercise or defence of legal claims;
- j) ENEL also reserves the right to request the deletion / return of the data processed even before the termination of the Contract by communicating it in writing to the Supplier;
- k) ENEL reserves the right to carry out audits and inspections, including through a third party appointed by ENEL and the Supplier will comply with the findings or recommendations arising from any such audits or inspections;
- l) must promptly notify to ENEL any violation or alleged violation of personal data, within 48 hours of becoming aware of the event and in any case without undue delay, such notice to include all information reasonably required by ENEL to comply with its obligations under the GDPR and other Data Protection Laws;
- m) promptly notify ENEL of any communication from a data subject regarding the processing of ENEL personal data, or any other communication (including from a supervisory authority) relating to the processing activities undertaken on behalf of ENEL, assist ENEL by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment ENEL' obligation to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR;
- n) without prejudice to the provisions of Article 30, paragraph 5 of the GDPR, must keep a Record of processing activities carried out on behalf of Enel and provide a copy upon ENEL's request.

13.6.1.2 It is strictly forbidden for the Supplier to process personal data for purposes other than the execution of the Contract. It is also absolutely forbidden to carry out massive extractions of personal data, even through the possible use of "RPA - Robotic Process Automation", unless it is necessary for the execution of the Contract or was previously authorized by ENEL.

13.6.2 Compensation and Liability

13.6.2.1 Pursuant to Article 82 of the GDPR, the Supplier will be liable for damages caused by the processing if it has failed to comply with the duties and obligations aforementioned or has acted in a different or contrary way to ENEL's instructions.

13.6.2.2 In accordance with art. 28 paragraph 4 of the GDPR, the Supplier is fully liable for the damage caused by the non-fulfillment or the incorrect fulfillment of the obligations set out in this clause, also on behalf of any of its Sub Processor.

13.6.2.3 In the event of further damage suffered by ENEL as a result of the Supplier's behavior or one of its Sub- Processor, ENEL reserves the right to request further compensation that will be proportionate to the damages suffered.

13.6.3 Duration

13.6.3.1 The aforementioned appointment as Data Processor will be automatically revoked at the end of the contractual relationship or at the time of its termination for any reason, without prejudice to what is indicated in the previous art. 13.6.1.1 lett. i.



13.6.4 Sub-Processors

13.6.4.1 If, for specific processing activities, the Supplier intends to make use of suppliers external to its organization for the execution of the Contract, those must be appointed by the Supplier as sub-processors (hereinafter "Sub-Processor" or "Sub-Processors "). Sub-Processors must comply with the same obligations that this clause imposes on the Supplier.

13.6.4.2 Before the start of the activities covered by the Contract, and in any case before the start of the processing activities, the Sub-Processor will, through the Supplier, send ENEL the list of the names of its employees appointed "Authorized Persons" for the processing of Personal Data of which Enel is the Data Controller, with the self-declaration of the appointment (Annex 2 GDPR).

13.6.4.3 At the time of signing the Contract, the Sub-Processors communicated by the Supplier are considered authorized (Annex 3 GDPR). In the event that the Supplier, for proven and reasonable reasons, intends to modify this list, he must request, before entrusting the assignment to new Sub-Processors, an authorization from ENEL as per the attached standard (Annex 4 GDPR).

13.6.4.4 The Supplier declares that the Sub-Processors will process personal data in countries that are in the European Union or in countries that guarantee adequate protection of personal data pursuant to the GDPR. If the Sub-Processors intend to process personal data in countries considered unsuitable pursuant to the GDPR, the Supplier undertakes that the Sub-Processor have sign the standard contractual clauses defined by the European Commission decision in force at the time of signing this Contract and to communicate it to ENEL. To this end, ENEL grants the Supplier, as Processor established in the European Union, a specific mandate with representation to sign the aforementioned standard contractual clauses.

13.6.4.5 The Supplier guarantees that the aforementioned appointment will be revoked upon expiry of the contractual relationship between ENEL and the Supplier or at the time of termination for any cause thereof, without prejudice to the provisions of the previous art. 13.6.1.1lett. i.

13.6.4.6 The Supplier shall remain fully liable to ENEL for any failure by each Sub-Processor to fulfil its obligations in relation to the processing of ENEL personal data.

13.6.5 System administrators

13.6.5.1 If mandatory under applicable laws, and in the event that during the execution of the Contract, the Supplier's and / or Sub-processors' personnel who intervene on the personal data of which ENEL is the Data Controller, perform functions attributable to the qualification of "System Administrator", intended as a professional responsible for the management and maintenance of an IT system or component, the Supplier undertakes to:

- verify that they have been formally appointed with a specific letter;
- verify that specific instructions are provided to System Administrators for carrying out the assigned duties and that adequate training activities are provided with reference to the protection of personal data;
- make available, at the request of ENEL, the list of System Administrators appointed by the Supplier and possibly by the Sub Processors;
- keep a record of log of access, disconnection and access attempts by the System Administrators appointed by the Supplier and possibly by the Sub-Processors. These registers must be made available to ENEL upon request.

13.6.6 Changes in Data Protection Laws

13.6.6.1 ENEL may notify the Supplier in writing from time to time of any variations to this clauses, including within the Standard Contractual Clauses, which are required as a result of a change in Data Protection Laws. Any such variations shall take effect on the date falling 30 (thirty) calendar days after the date such written notice is sent by Enel to the Supplier. The Supplier shall ensure that, where necessary, the terms in each contract between the Supplier and each Sub-Processor are amended to incorporate such variations within the same time period.

14 EXECUTION.

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

14.2 The Provider shall be obliged to appoint, communicate to Enel and to maintain, throughout the performance of the Contract, one or more representatives, with full power to ensure the proper Contract's execution, acting as focal point for any aspects related to the scope of Contract.

14.3 Enel undertakes to provide, if requested by the Provider, all necessary data for the performance of the Contract. If the data provided by Enel is insufficient or incomplete, the Provider undertakes to request missing information. In the absence of such request, Enel shall not be in any way responsible for the failure to comply with the provisions of the Contract.

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

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

14.6 If required by the Contract, the Provider must compile and deliver a progress report to Enel.

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



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

15 SUSPENSION, WITHDRAWAL AND TERMINATION.

15.1 Suspension.

15.1.1 If, for any reason, Enel considers necessary or is obliged to temporarily suspend all or part of the performance of the Contract, ENEL shall send a written communication to the Provider, stating the reasons thereof and providing an estimate of duration of the aforesaid suspension.

15.1.2 The suspension shall be effective as of the date of notification by ENEL. The Provider shall, from such date, cease the performance of the Contract and properly maintain services under the scope of Contract, regardless of their stage of completion, without prejudice to all the obligations that derive from Law and / or are established in the Contract..

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

15.1.4 The resumption of activities will have to be communicated in advance from ENEL by means of a written notice to the Provider, and it shall take place no later than the day set out therein. The remaining term for the completion of the suspended part of performance of the Provider will begin to run from that date. The Provider shall have the right to receive payment, as defined in the Contract, for the activities/project already carried out. Payment of activities/projects that are, upon notification, in advanced stages of implementation and not provided for in the Contract, shall be negotiated between the Parties.

15.2 Withdrawal.

Ordinary early termination of the Contract

15.2.1 ENEL can unilaterally terminate the Contract at any time, no matter what stage of the work, activities and projects is reached. The unilateral termination shall be notified in writing with acknowledgment of receipt and will be effective upon receipt by the Provider. The activities duly carried out by the Provider prior to the termination date will be paid by ENEL in accordance with the contractual prices. In case that ENEL notifies the unilateral termination of the Contract, the Provider is entitled to claim damages, compensations of up to 10% (ten percent) of the contract value undelivered (i.e. of the minimum value undelivered of the FA).

15.2.2 Notwithstanding the provisions of art. "SUSPENSION", with the payment of the remuneration referred to in the preceding paragraph, the Provider cannot raise other claims, regardless of their nature.

15.2.3 The Provider may withdraw from the performance of the Contract in accordance with the provisions of the Law applicable to the Contract.

15.3 Termination.

15.3.1 ENEL may terminate the Contract in the cases contemplated by Law and / or in all cases provided in the General Conditions and in the Contract and / or in the following cases, where there is a cause that impedes or significantly affects the correct performance of the Contract: :

- a) the dissolution, transformation, reduction of capital or significant changes in the Provider's governing bodies, in the event that said changes have a negative impact on the performance of the Contract, or in the event that said changes on the part of the Provider contravene the provisions of "GLOBAL COMPACT" and "CODE OF ETHICS" clauses;
- b) the reduction of capacity or economic / financial solvency, or any other type of legal difficulty, or of any other nature that impedes or significantly affects the fulfillment of the obligations of the Provider according to the Contract;
- c) failure to perform all or part of the Consulting Services within the terms (including interim or partial terms) set forth in the Contract;
- d) failure to comply with the terms and conditions set forth in the Contract;
- e) the impossibility for the Provider to obtain certificates on time and the necessary approvals for the correct performance of the Contract in relation to its activities, or any loss thereof while the Contract is in force;
- f) failure to comply with the obligations related to intellectual property, confidentiality and the processing of personal data, in accordance with the Law applicable to the Contract;
- g) if after verification at any time, after the signing of the Contract, Enel identify any omission or lack of veracity of any information or statement offered by the Provider in relation to compliance with legal, economic, financial, technical or contractual conditions.;
- h) the refusal by the Provider to execute any activities under the Contract;
- i) the refusal by the Provider to resume the performance of activities under the Contract that Enel (for any reason) has ordered to suspend, where Enel itself has indicated their resumption;
- j)
- k) loss by the Provider of the requirements of integrity and honorability declared for the purposes of enrolment in Enel's Qualification System and of Contract's awarding;



- l) breach of the obligations of the Provider on the subject of health and safety of the workers stated in the article 5.2;
- m) the actions, omissions, behaviors or situations related to the Provider 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 Provider, and in its reliability for the performance of activities in accordance with the provisions of the Contract.;

The loss of even one of the requirements established for the Provider's qualification (if they were required) in relation to the conclusion and compliance of the Contract.

In the event that the Provider does not inform ENEL of the situations described above and without prejudice to the latter's right to terminate the Contract, ENEL may suspend payments due to the Provider to comply with the contractual obligations with third parties arising from the correct and complete performance of the Contract by the Provider.

15.3.2 In the cases described above, ENEL may terminate the Contract immediately without Court intervention or assign the Provider a cure period to remedy the contractual breach followed by termination in case the remedy will not be performed in due time, without prejudice to ENEL's right to claim compensation for any loss or damage suffered.

15.3.3 In all of the above cases, Enel may, without prejudice to its right to apply penalties and/or to take legal action in relation to its right to compensation for damages:

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

16 COMMUNICATIONS.

16.1 Any communications between the Parties shall be made in writing, by letter or by electronic means, with written confirmation of receipt of the communication at the location or address and in the manner stated in the Contract. The Parties undertake to inform each other of any changes of such location and address promptly and, in any case, not later than 5 (five) business days. Failing that, communications shall be deemed effective if sent in the agreed manner to the addresses indicated in the Contract. The Provider shall address its communications to the person appointed by Enel as Contract Manager, unless otherwise provided in the Agreement.

16.2 The Parties may use electronic procedures for the exchange of documents relating to the Contract to the extent allowed by the Law. Unless otherwise agreed in the Contract, electronic means of communication (e.g. e-mail) may be used, also for daily correspondence, provided that they allow the tracking of any communication. Any written document must be registered both when sent and when received.

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

17 ETHIC CLAUSES.

17.1 General details.

17.1.1 ENEL, when conducting its business and managing its relationships, refers to the principles contained in its own Code of Ethics, in the Zero Tolerance plan against corruption, the Enel Global Compliance Program, the Anti-Bribery Policy and in the Human Rights Policy, available at the ENEL's website.

17.1.2 The ENEL Group adheres and acts in full compliance with the so-called "Ten Principles" of the UN Global Compact, which concern the protection of human rights, the protection of workers, the protection of the environment and the fight against corruption in any form.

17.1.3 The Provider acknowledges Enel's commitments contained in the abovementioned documents and, when conducting its own business and managing its relationships with third parties, declares to refer to equivalent principles as those set forth under clauses 17.1.1 and 17.1.2 above, as well as ensures that its employees and any third parties cooperating with the Provider under any capacity for the performance of the Contract do the same.

17.1.4 The Provider shall comply with the principles of the International Labour Organization (ILO) Conventions and the obligations under the applicable Law on: the prevention of child labor and the protection of women; equal treatment, the prohibition of discrimination, abuse and harassment; freedom to join a union, the freedom of association and representation, forced labor, environmental safety and protection, health and hygiene conditions. as the Provider also ensures that its employees and any third parties cooperating with the Provider under any capacity for the performance of the Contract comply with the same principles and obligations.

17.1.5 The Provider furthermore shall comply with the applicable Laws on remuneration, contributions, insurances, taxes with reference to all the workers involved in the performance of the Contract, as well as ensure that any third parties cooperating with the Provider under any capacity for the performance of the Contract comply with the same. In case of conflicts among the Law and the ILO Conventions, the most restrictive rules shall prevail.

17.1.6 Each Party undertakes to prevent any forms of corruption. Therefore, ENEL prohibits and the Provider undertakes not to make use of any kind of promise, offer or request for unlawful payment, in cash or other utility, for the purpose of furthering its relationships with its stakeholders, and this prohibition is extended to all its employees, directors and officers. as the Provider also ensures that any third parties cooperating with the Provider under any capacity for the performance of the Contract comply with the same prohibitions. To this end, the Provider shall fill out and submit to Enel the declaration attached to these General Conditions in Annex [3].



17.1.7 The Provider undertakes to inform ENEL of any situation, to the best of its knowledge, after due inquiry, also referred to its employees and to any third parties cooperating with the Provider under any capacity for the performance of the Contract, which may result in failure to comply with the obligations set forth in this clause 17, as well as the plan to remedy said situations.

17.1.8 ENEL reserves the right to carry out any control and monitoring activity, through inspections, audits and/or requests for documentation, geared to verifying whether the obligations under this clause 17 have been fulfilled, both on the part of the Provider and also on that of any of its employees and third parties cooperating with the Provider under any capacity for the performance of the Contract. In such cases, the Provider has the obligation to grant access to ENEL to its premises and to provide promptly the requested documentation, as well employ its best efforts to cause any third parties cooperating with the Provider under any capacity for the performance of the Contract to do the same.

17.1.9 ENEL may terminate the Contract for reasons attributable to the Provider and seek compensation for damages, in cases in which it is justifiably and sufficiently aware that the Provider and/or any of its employees and/or third parties cooperating with the Provider under any capacity for the performance of the Contract, have violated any of the above-mentioned principles and obligations.

17.2 Conflict of interest.

17.2.1 During the performance of the Contract, the Provider declares not to be in a situation of conflict of interest and undertakes to have regard for the interests of ENEL, ensuring that there are no situations that might lead to the occurrence of any conflict of interest in relation to the activities to be performed.

17.2.2 For the entire Duration of the Contract, the Provider undertakes to behave in a way designed to avoid conflicts of interest from arising. Whenever this might result in a situation which could generate any conflict of interest – subject to the right of ENEL to terminate the relationship – the Provider undertakes to promptly give written notice to ENEL and to comply with the reasonable instructions of the latter, which will be dictated upon consultation and assessment of the requirements justifiably represented by the Provider.

17.2.3 the Provider undertakes to provide ENEL the statement referred to in Annex 1, duly signed at the conclusion date of this Agreement.

17.3 Integrity clause.

17.3.1 With the bid submission and /or the acceptance of the Contract, the Provider 3 declares:

- To take note of the commitments made by ENEL in the Code of Ethics, Zero Tolerance of Corruption (ZTC) Plan, Human Rights Policy, to respect equivalent principles in the conduct of its business and in managing relationships with third parties;
- ⁴To be unaware of subjection to criminal proceedings for tax crimes, crimes against the public administration, crimes against patrimony, crimes against personal freedom, public order, environmental crimes;
- ⁵To not be subjected to criminal investigations in respect of any fact, matter, unlawful criminal conduct constituting tax crimes, crimes against public administration, crimes against patrimony, crimes against personal freedom, public order, environmental crimes;
- To take note and authorize that - for the purposes of evaluation of the professional conduct of the itself and of the Company concerned, in accordance with the second and the third bullet of the present letter a) - ENEL may autonomously acquire more information, in any time, in consideration of the necessary existence of fiduciary duties with the Company involved.

The Provider undertakes to promptly inform and provide any relevant documentation to ENEL:

- 1) In the case of acknowledge of subjection to criminal proceedings referred to in the second bullet of the previous letter a);
- 2) In the case of subjection to criminal investigation referred to in the third bullet of the previous letter a).

ENEL reserves its right to analyze at its sole discretion the above-mentioned information, for the purposes of assessment of the professional conduct of the Provider itself and of the Company concerned.

17.4 Health, safety and environment.

17.4.1 In ENEL, no work can be done compromising health, safety and/or environment. For this reason, as established in the “Stop Work Policy”, any risk situation or unsafe behaviour will determine the suspension of work and the restoration of health, safety and/or environmental conditions.

17.4.2 ENEL is strongly and constantly engaged in promoting and consolidating a culture of health, safety and environment protection. Such commitment is further detailed in the documents “Declaration of Commitment to Health and Safety”, “Stop Work Policy” and “Environmental Policy”, available at the ENEL’s website.

³ The Legal Representative of the Company **on his/her own behalf, on behalf of** (a) the holder and the technical director, in the case of an individual company; (b) the associates and the technical director, whether it is a general partnership; (c) the associated partners and the technical director, if it is a limited partnership; (d) the managers with power of representation and the technical director and the sole shareholder natural person, or majority shareholder in the case of companies with less than four members, whether it is another type of company or consortium, **from the Company where their position is carried out and**, if applicable, **on behalf of the Parent Company and of** (e) holder and the technical director, in the case of an individual company; (f) the associates and the technical director, whether it is a general partnership; (g) the associated partners and the technical director, if it is a limited partnership; (h) the managers with power of representation and the technical director and the sole shareholder natural person, or majority shareholder in the case of companies with less than four members, whether it is another type of company or consortium, **from the Parent Company**.

⁴ For itself and for the persons listed in note 3.

⁵ For itself and for the persons listed in note 3.



17.4.3 The Provider acknowledges the commitment of ENEL in promoting and consolidating a culture of health, safety and environment protection, and undertakes to comply with the same principles and with the provisions of the HSE Terms, when applicable, as well as ensure that its employees and any third parties cooperating with the Provider under any capacity for the performance of the Contract comply with the same.

17.5 International sanctions and export control decisions.

17.5.1 Each Party represents and warrants to the other Party that at the Execution Date neither it nor, to the best of its knowledge, after due inquiry, any of its officers, members of its governing body, shareholders owning at least a 5% interest in the Party's company or in any company that the Party owns on at least a 50% basis or otherwise controls, or is under common control by the ultimate parent company, are (i) subject to Sanctions, or (ii) engaged in any activity or have previously been engaged in any activity that could create exposure to Sanctions. Whereby "Sanctions" means all applicable economic or financial sanctions or trade embargoes imposed or enforced on the basis of law, regulations, executive order, restrictive measures or other related rules imposed or publicly notified by: (i) the United Nations; (ii) the European Union; (iii) the US Government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury; (iv) the UK Government, including Her Majesty's Treasury of the United Kingdom.

17.5.2 Each Party shall fully comply with all legal requirements regarding Sanctions in connection with its performance of the Contract.

17.5.3 Each Party undertakes to maintain in effect and enforce policies and procedures designed to prevent the application of any Sanctions and to promptly communicate in writing to the other Party the opening of any proceeding that may lead to the imposition of a Sanction and, in any case, the application of any Sanctions throughout the Duration of the Contract.

17.5.4 The Provider moreover represents that, to the best of its knowledge, after due inquiry, any third parties cooperating with the Provider under any capacity for the performance of the Contract are not subject to any Sanctions and it shall promptly communicate in writing, pursuant to clause 16 "COMMUNICATIONS" of these General Conditions, to Enel any circumstance in its knowledge concerning the application of any Sanctions, throughout the Duration of the Contract, against the abovementioned persons.

17.5.5 Enel may terminate the Contract, upon a prior written notice of 7 calendar days, in case Provider or any third parties cooperating with the Provider under any capacity for the performance of the Contract are subject to a Sanction during the term of the Contract, or if Provider provides unfaithful representations under this clause. Only in the latter case, the Provider shall indemnify and hold Enel harmless for any related damage, loss, cost or expense.

17.5.6 In said termination cases the Parties may negotiate in good faith in order to mitigate as much as possible any loss or damage in connection with or arising from the Sanctions, within the termination notice period. Failing such agreement, within 7 calendar days as from the notice of termination, the Contract shall be automatically terminated, subject to any other remedy it might have under the Law or under the Contract.

18 APPLICABLE LAW AND JURISDICTION

18.1 The Contract shall be governed and construed in accordance with the laws of Romania.

18.2 Any disputes that may arise between the Parties concerning the interpretation or performance of the Contract shall be settled by the competent court in Bucharest/Timişoara/Constanţa (as the case may be) under the conditions of the law, in compliance with pre-court procedures, where appropriate.



Annex no. 1: conflict of interests

STATEMENT¹ regarding conflict of interests

The undersigned true and lawful attorney of _____ ,

(denomination/name and location/ address) acting as of the contract for declare that I do not have as members in the Board of Directors/management or supervisory body and/or shareholders or associates which are my husband/wife or close relatives to the fourth degree or in business relationships trade with people who hold decision-making positions within the contracting authority.

I, the undersigned, declare that the information provided are complete and true in every detail and I understand that ENEL has the right to ask, for verification and confirmation of statements, any supporting documents I have.

I understand that if this statement is not consistent with reality I am liable for violation of criminal law regarding false statements.

This declaration is valid for the entire period of contract performance.

Date of filling in

(capacity of the signatory party),

(authorized signature)

¹ To be issued by the manager of the company/legal representative/ persons from the company's upper management



Annex no. 2 confidentiality statement

REGARDING the SAFETY OF USING THE INFORMATION SYSTEMS OF ENEL

CONFIDENTIALITY STATEMENT¹

AGREEMENT no. as of

OBJECT:

The undersigned:

(name and surname of the informant)

Individual (check only if the respective Agreement is not concluded with a Company)

(to be filled in only if the respective Agreement is concluded with a Company)

Owner

} of
(Name/Headquarters of the Company)

True and lawful attorney

DECLARES:

➤ the list of all authorized persons, who in connection with the Agreement, have the right to enter the premises of ENEL and/or to access data and information on ENEL Group is composed of:

1) Mr/Mrs.....

(Name, Surname)

2) Mr/Mrs.....

(Name, Surname)

➤ that each of the above persons signed the specific individual confidentiality clause, attached to this statement;

➤ that the person responsible to keep the list above updated is:

Mr/Mrs _____ email _____ Phone _____ Fax _____

Attached no. ___ clauses of individual confidentiality

Date _____

Informant

.....

Signature and stamp

¹ To be issued by the manager of the company/legal representative/ persons from the company's upper management



INDIVIDUAL CONFIDENTIALITY STATEMENT¹

AGREEMENT no. AS OF

OBJECT:

The undersigned

Born in (.....), on

(To be filled in only if the respective Agreement is concluded with a Company)

<input type="checkbox"/> employee <input type="checkbox"/> consultant	} of Company
--	--------------------

Regarding the related Agreement, he/she undertakes:

- not disseminate or disclose to third parties the information collected, opinions, studies, and other elements that could be provided by ENEL to perform the related Agreement and use this information only for the purposes of this Agreement, except where the undersigned must comply with legal obligations or requirements of public authorities to which he/she cannot legally refuse to fulfil;
- regularly inspect and comply with the security requirements regarding the data provided in the Annex, in case he/she possibly uses the systems made available by ENEL and store with maximum care all the documents on paper and/or electronically, obtained or produced during the performance of activities.

The information disclosed by ENEL or resulting from public official documents are excluded from the scope of confidentiality obligations.

The confidentiality obligations are fixed for a period of 5 years from the expiry of this commitment, even in the event of cessation and termination, direct or indirect of the contractual relationship with ENEL.

For acceptance

Signature

Date:

¹ To be issued by the persons mentioned in the Confidentiality Statement list, issued by the Company



Security instructions for the use of information systems of ENEL

All data, information and information systems provided by the ENEL Group are the property of the company and their use will be made only with the approval of ENEL.

Access to data, information and information systems owned by ENEL Group and their use should be implemented in accordance with safety regulations below:

- access will be granted only after signing certain confidentiality clauses, strictly to fulfil the tasks and activities covered by the contract for a limited time. The limited period of time allowed for access will not exceed the contract's validity period.
- access is made by compliance with ENEL policies, rules and procedures, regarding information security, legal framework in force and the right to privacy of other colleagues;
- access is made by ensuring the principles of integrity, availability and confidentiality of data, information and information systems;
- the access key to ENEL information systems must be used exclusively used by the staff and only for the fulfilment of work tasks. The password must be kept confidential and changed at least every 60 days or whenever there is a suspicion of being compromised. If using other authentication mechanisms, they must be used and held in maximum security.
- the users of access rights are responsible for the use method of the information resources and for the actions which may damage the security of information resources;
- the users of access rights, by their actions, must not try to compromise the protection of information systems and must not perform actions affecting the privacy, integrity or availability of any type of information;
- depending on the risk degree, access to data, information and information systems is monitored. ENEL reserves the right to review daily, or from time to time, logs containing relevant security events of the information describing the actions of the users of access rights.
- when they provide or discover non-compliance with IT security measures, IT security breaches, possible vulnerabilities, risks or threats to information systems, users are required to report these to the Security Department, who will investigate and act accordingly.
- the level of the right of access to the information system should be limited to the components necessary for carrying out the activities covered by the contract. Even if the granted level of access allows access to other components that are not needed, access must be used in good faith;
- access rights, equipment and information systems should not be used to connect to the Internet or other open networks, other than those that may be provided by ENEL;
- equipment not provided by ENEL and needed for the performance of contractual activities, may be connected in the ENEL network only if access is granted (at least by e-mail). The configuration of these devices must comply with the information security policy and have implemented updated IT security measures to prevent the programs such as virus, Trojan, worms and other malicious or illicit programs that can cause failures to ENEL computer service
- the users of access rights should not handle the data and information in electronic format which contravenes laws, which contain racist, abusive, discriminatory, pornographic, paedophile, racist content, content inciting to the use of prohibited substance, war crimes, crimes against humanity , rape, murder, violence, or pirated software or pirated media files that can harm the ENEL Group.

In compliance with the requirements above, ENEL reserves the right to prohibit the improper use of its IT infrastructure, without prejudice the compliance with the provisions of legislation in force. Nevertheless, ENEL also reserves the right to notify the competent judicial authorities on any possible infringement of regulations which might be considered an offense.



Annex 3: Anticorruption letter

Anti-corruption letter

[Date]

[Enel Spa or Enel's subsidiary]

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

Subject: Anti-corruption legislation

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

confirm

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

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

- [Natural Person] I shall make best efforts, as well as my employees, to materially comply with the aforementioned anti-corruption legislation.
 [Legal entity] the Company, including Persons entitled*, shall make best efforts to materially comply with the aforementioned anti-corruption legislation⁸.

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

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



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ROMANIA

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ANNEX GDPR



Annex 1 GDPR

Description of the processing of personal data

With reference to art. [*insert reference to art. of the Contract*] of Annex VIII [*select the reference*] to the order letter no. [*insert reference to the number of the order letter*] and, in particular, to the appointment of the company [*insert name of the company that is the Supplier*] as Data Processor, with this Annex it is intended to specify that the aforementioned processing will involve the following types of data and categories of data subjects.

A. Categories of Personal Data

- Biographical data⁹
- Particular Categories of Personal Data¹⁰
- Judicial data
- Economic and financial Personal Data¹¹
- Data relating to Contracts with Customers¹²
- Contact Data or Access Data ¹³
- Profiling Data
- Data relating to identification / recognition documents¹⁴
- Geolocation data
- Statistical data
- Other categories of personal data (free text) _____

B. Categories of Data Subjects

- Business Partner
- Supplier
- Client, Prospect
- External Subject
- Minors
- Employees
- Shareholders
- Employees of other companies
- Other Categories (free text) _____

⁹ For example: name, surname, sex, date of birth, place of birth, social security number, other.

¹⁰ For example: political views, religion, racial origin, health, sexual orientation, other.

¹¹ For example: bank account number, credit card, other.

¹² For example: POD- PDR-

¹³ For example: postal or e-mail address, mobile / landline number.

¹⁴ For example: identity card, passport, driving license, CNS, other.



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Annex 2 GDPR

STATEMENT

of Appointment of Persons Authorized to Process Personal Data pursuant to art. 29 of EU Regulation 2016/679 (GDPR)

The undersigned (surname) (name).....

As legal representative of the Supplier

Having its headquarters in (street/square) no.

..... Tax Code VAT

in relation to Contract no.

as Data Processor, aware of the criminal sanctions referred to in Article 326 of the Romanian Criminal Code, in case of false declarations and formation or use of false documents, on my own responsibility

DECLARE

- a) that employees / collaborators have been appointed in relation to the activities referred to in the aforementioned contract, as "Authorized Persons" to process personal data according to art. 29 of the GDPR and that the appointment includes the minimum requirements set out at the bottom of this statement;
- b) that the Sub-Processor, if any, which carry out the activities referred to in the aforementioned contract, have appointed their employees and collaborators "Authorized Persons" to process personal data according to art. 29 of the GDPR;
- c) that a copy of the appointments is will be made available to ENEL upon request.

ATTACH

The list of Authorized Persons who must be approved to operate directly or indirectly on Enel's systems;

UNDERTAKE

to update the documentation before the start of activities:

- in case of new employees / collaborators will process personal data; and
- within 5 (five) working days from the moment the employees / collaborators will not process any more personal data.

Date

Signature



Information and minimum instructions for the performance of tasks relating to the processing of personal data by Authorized Persons

In particular, it is specified that:

- The processing of personal data must be carried out lawfully and correctly;
- Personal data must be collected solely for purposes related to the activity carried out, exclusively during working hours and in any case no later than the necessary time;
- Without prejudice to the above, in the exceptional hypothesis of processing personal data carried out outside working hours, the Authorized Person must ensure that he has closed the work session ("log-off") so that the credentials of access for subsequent use;
- It is necessary to constantly check the data and update them;
- Constant verification of the completeness and accuracy of the data processed is necessary;
- The possible phase of consent collection must be preceded by specific information and by the release of the consent of the data subjects, which must be free, specific and in writing or in any case specifically documented;
- In the event of interruption, even temporary, of work, it is necessary to ensure that the data processed are not accessible to unauthorized third parties, by making a specific log-off;
- Authentication credentials must be confidential and as such used only by the Authorized Person;
- Maximum confidentiality must be guaranteed in each processing operation.

In particular, Authorized Persons are required:

- a) to access only personal data whose knowledge is strictly necessary to fulfill the assigned tasks and no later than the necessary time;
- b) not to leave company documents related to processing unattended or exposed in any case, with particular reference to those containing sensitive and judicial data, take care of the necessary confidentiality of the data in question, implementing - also on the basis of the provisions issued by the Supplier - suitable precautions to prevent others, unauthorized, from accessing the aforementioned data;
- c) not to disclose, communicate the data it has come into possession, outside of the cases permitted by law or provided for by contractual regulations and to maintain due confidentiality with regard to the information that has come to knowledge during the course of the assignment even when the assignment itself has ceased;
- d) not to massively download personal data without prior communication and authorization from the Data Controller or Data Processor;
- e) in any case, to keep with care and appropriate diligence the paper documentation entrusted in carrying out the work activity, containing sensitive data and those relating to registrations of criminal record, in cabinets or drawers equipped with locks and observe the procedure provided (indication in the special register of one's name, time and date of access, retrieval / return of the document) for access to the archives that store the aforementioned data;
- f) to adopt and scrupulously comply with the requirements dictated by the Data Controller or the Data Processor regarding technical and organizational measures adequate to ensure a level of security appropriate to the risk (pursuant to art. 32 of the GDPR);
- g) in particular, for data processing to be carried out with electronic or in any case automated tools, comply with any specific authorizations / qualifications and the storage methods and tools provided by the Data Controller or Data Processor;
- h) inform the Data Processor in case of accidents involving the personal data being processed, in particular if sensitive and / or judicial.



Annex 3 GDPR

List of Sub-Processors

COMPANY	PRODUCT OR SERVICES	CATEGORIES OF DATA SUBJECTS AND PERSONAL DATA PROCESSED	ADDRESS (including Country)	ADEQUATE GUARANTEES AND EXCEPTIONS FOR THE INTERNATIONAL TRANSFER OF PERSONAL DATA



STATEMENT

(to be filled only in cases where the adequate guarantee for the transfer consists of Standard Contractual Clauses)

The undersigned (surname) (name).....
born in(.....) on.....
resident..... (.....) (street/square) n.
As legal representative of the Company
with headquarter in(.....) (street/square) n.
Tax CodeVAT.....

in relation to Contract no.

as Data Processor

DECLARES

• **With regard to contracts entered into as of 27 September 2021:**

- d) to have carried out a prior Data Transfer Impact Assessment ("DTIA") in relation to the transfer of personal data under the Contract and to have taken all the necessary supplementary security measures, where appropriate;
- e) to have duly signed the Standard Contractual Clauses with the Sub-Processors it may use to perform the activities under the Contract;
- f) to update and re-evaluate the DTIA at regular times, verifying whether there have been any changes in the specific circumstances of the transfer and/or regulatory changes in the legislation of the Country of destination of the transferred data that could affect the level of security of the transfer;
- g) to make available a copy of the signed Standard Contractual Clauses and of the DTIA carried out, upon simple request by ENEL.

• **With regard to contracts entered into before 27 September 2021:**

- a) to carry out a prior DTIA in relation to the transfer of personal data under the Contract and to take all the necessary supplementary security measures, where appropriate, by 27 December 2022;
- b) to sign the Standard Contractual Clauses with the Sub-Processors it may use to perform the activities under the Contract, by 27 December 2022;
- c) to update and re-evaluate the DTIA at regular times, verifying whether there have been any changes in the specific circumstances of the transfer and/or regulatory changes in the legislation of the country of destination of the transferred data that could affect the level of security of the transfer;
- d) to make available a copy of the signed Standard Contractual Clauses and of the DTIA carried out, upon simple request by ENEL.

Date

Signature



Annex 4 GDPR

RE. CONTRACT No. _____

Subject: REQUEST FOR AUTHORIZATION OF APPOINTMENT OF SUB DATA PROCESSOR PURSUANT TO ARTICLE 28 OF
EU REGULATION 2016/679 (HEREAFTER "GDPR")

The Company [*Fill with the Supplier's name*], as Data Processor appointed by [*Fill with Enel Company's name*], as Data Controller

WHEREAS:

- for the execution of specific processing activities related to the execution of the foregoing Contract, use of external companies must be made;
- for these purposes, the Company [*Fill with Company's name, VAT, headquarter address*] has been identified
- pursuant to Article 28 of the GDPR, this company must be appointed as a Sub-Processor

IT IS HEREBY AGREED AS FOLLOWS

The Company [*Fill with the Supplier/Data Processor's name*] requests to [*Fill with Data Controller/EnelCompany's name*], in its capacity as Data Controller, authorization to appoint the Company [*Fill with the Sub-Processor's name*] as Sub-Processor.

Date _____

Data Processor

For acceptance
Data Controller
